Reports or Causes IN CHANCERY,

Collected by Sir GEORGE CARY one of the Masters of the *Chancery* in in *Anno* 1601. Out of the labours of Master *William Lambert*.

Whereunto is annexed, the Kings order and decree in *Chancery*, for a Rule to be observed by the Chancellor in that Court, exemplified and enrolled for a perpetuall Record there. *Anno* 1616.

Together with an Alphabeticall Table of all the Cases.

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THE TABLE.

A. Fol.

Attornament denyed but in ſome Caſes, 4
Action of the Caſe ſeeketh damages, Subpœna *rem ipſam* 20
Abating a Bill, 22
Archbiſhops Certificate taken for proofe, 26
Amending of anſwers, 30
A guardian admitted to an infant, 38
Attachment againſt the defendant, and Subpœna againſt the bearer, 38
Attorney enjoyned not to proceed at Law, 40
Injunction (*ſi ita ſit*) 42
Attorney ordered not to proceed, and yet the defendant proceeds, 44
Award made by Juſtices of Aſſize to be performed, 47
Advowſon paſſeth not by livery within view without deed, 52
Attachment for not performing a decree, 53
A yeares value allowed for ſurrender of Coppyhold land, 54
A Maſter and examinor examined witneſſes in the Countrey, 66
Affidavit for leaving a Subpœna at the defend. lodging, 69
Attachment diſcharged, and a Bill of perjury put in, 72
Attachment upon the defendants confeſſion he was ſerved, 73, 81.
An Engliſh Bill for perjury, 75
Attachment for not appearing, 76
Attachment with Proclamation diſcharged paying the Fees, 78

Attorney enjoyned in Court not to proced at Law, 80
Affidavit that he saw a Subpœna served, Attachment, 80
Attachment against a wi nesse served to testifie, 80
Attachment upon oath before the Bayliffes of *Mountgo.* 84
Attachment upon oath hefo e the Major of *Totnes*, 85
An action against a drunken mans words seekes reliefe, dismissed, 93
Attabhment discharged by *supersedeas*, 94
Assumpsit referred to the common Law 97
Attachement for breaking an Order in Court 103
Attachment upon Oath before the Portrive of Minxhead 103
Attachment discharged paying the plaint. 10 s. 104
Award ordered to be performed 106
Attachment for not appearing 110
Attachment in putting in Demurrer instead of an Answer 110, 111
Attachment against witnesses served to testifie 111
Attachment for costs 113

B.

Bailment countermanded 9
Bringing in of Evidences into Court 16
Bringing in an obligation to be cancelled 17
Bill against a Court roll entered indirectly 55
Bill of revivor without cause payeth costs ib.
Bill against *Roger Hall* and another, *R.H.* served, must shew it by plea 61
Bill of *præmunire* proceeded in here 63
Bond of such as appeare upon contempt to attend *a die in diem* 70
Bill for reliefe after execution dismissed 76
Bill upon a promise to dry clothes dismissed ib.
Bond put in suit for not sealing a release stayed by judgement 78
Bill dismissed, the counsellors hand being counterfeited 82

Bill

Bill lou^r for dit confesse ou non: Hob: 115. p.

Bill for 6 l. dismissed. 83
Bill without a Councellors hand dismissed, 89
Bill for tuition of an infant, 96
Billet in Paper and no Bill in, costs, 100
Bayliffes of corporation not compellable to make a Lease promised, 102
Bond put in suit for not performing an award stayed by Injunction, 104,105

C.

Condition to undoe estates in Lands, 1
Copyholders relieſe in *Chancery*, 3
Copyhold deviſe, 6
Copyhold forfeited, 6
Ceſti quæ uſe, remedy here, 11
Copartners to joyne in plea, 15
Venuzees fraud holpen, 18
Copyhold tailed, 21
Contents of a Mannor, as it was 60 yeares paſt, 24
Coppy good by deviſe without mention of ſurrender, 25
Commiſſion to examine witneſſes, 40
Coſts for want of a Bill, the Subpœna loſt, 74
Clerke fined for his miſtake in a Subpœna, 77
Contempt diſcharged, and a new Commiſſion, 79
Coſts upon oath before the Major of *Totnes*, 80
Coſts for proſecuting contempts, and none proved, 82
Coſts upon a Billet delivered to a Brother, 83
Commiſſion to take anſwer, 83
Commiſſion to examine in perpetuall memory, 85
Commiſſion, warning given but to one defend. 91
Coſts for a witneſſe ſerved to teſtifie, 97
Commiſſion to anſwer a demurrer returned, 100
Councellor not to be examined, 100
Coſts for want of a Bill, 101
Commiſſion of rebellion for non payment of coſts, 105

Costs for want of a Bill, the Billet lost, 10
Commission to take answers, being 70. years old, 108
Councell to attend concerning an award, 108
Costs allowed the defend. in a Commission of rebellion, 109
Costs for want of a Bill, the Billet lost, 109
Commission to examine in perpetuall memory, 110
Commission to prove the receipt of rents, &c. 111
Costs in a demurrer, & the Councellor forbid to practise, 127
Cuttings case lands conveyed to two of the six Clerkes, 29
Costs for making Attachmennt before Bill in Court, 33
Commission to examine in perpetuall memory, 34
Costs for a witnesse served to testifie, 35
Commission to take answer upon a *languidus* returned, 36
Commission to put the plaintant in possession. 38
Commission to the examinor of the Court to examine, 43
Certiorare to the Chancellor of *Durham*, 48
Commission of Rebellion, how the bonds to be taken, 50
Covenant to repaire a house, a demurre, but ordered to answer. 59
Costs and Attachment for serving a Subpœna indirectly, 61
Costs to witnesses, served to testifie, 62
Costs for want of a Bill, 69
Costs in comming up to make Affidavit for impotency, 72
Costs for want of a Bill, 72
Commission to set out wayes and passages. 75

D.

Discharge himself of a Bond 7 s. *& modis* 14
Deeds brought in Court, 19
Defendant examined as a witnesse, 21
Decree against infants, 30
Deeds how to be proved, 31
Defendant enjoyned not to proceed at law, 38
Demurrer and not in person, ordered to make dire& answer 40
Defend. appearing gratis, Attach. being out is committed, 41
Defend. served with Subpœna the day of the returne, 41

Decrees entred at large, 43
Defend. examined upon interr. to end the cauſe, 45
Defend. diſmiſſed, the plaint. not appearing at the hearing, 45
Defend. to acknowledge ſatisfaction, 45
Decree for a fould-courſe, 46
De vilaica removenda, and Injunction for a perſonage, 51
Decree for 3 s. 4 d. rent, and ſuit of court, 51
Ducens tecum for deeds to be delivered to the Uſher, 53
Defend. took a Commiſſion, and returned a demurrer, 53
Def. executors to anſwer profits taken by their Fathers, 64
Defend. licenſed to depart after iſſue, 67
Defend. in a Bill of perjury, is to be examined upon inter. 68
Defend. hath no coſts, becauſe the Subpœna is loſt. 69
Defend. diſclaiming, no witneſſes to be examined, 69
Def. bound to pay money at one place, tenders in another, 70
Demurrer to a Bill of revivor ordered to anſwer, 70
Def. demurres for that there is remedy at Law, to anſwer, 71
Decree for Coppyhold lands, 74
Diſmiſſed being under 40 s. *per annum*, 74
Day given to the Sheriffe to returne an Attrchment, 77
Defend. demurred generally ordered to anſwer, 87, 88
Defend. ſtayed by Injunction from pulling down roomes, 90
Dumb man not to anſwer upon Subpœna, 93
Defend. wife examined as a witneſſe, 94
Deeds neglected to be inrolled Sub. to ſhew cauſe why not, 97
Decree for the plaintant, and yet put out of poſſeſſion by the defendant, 104
Defend. departing without licenſe, an attach. againſt him, 104
Def. diſcharged of the Attach. the Sub. being counterfeit, 104
Defendant licenſed to depart after anſwer in a Writ of the priviledge, 106
Defend. committed for a reſcue, brought his action for a falſe returne, 92. 106
Demurrer without ſhewing any cauſe, ordered to anſwer, 107
Debt for 5 l. diſmiſſed, 108

Diſmiſſion for that they have bin in poſſeſſion 100. years, 110
Day given to defend. to rejoyne, 111
Def. not to anſwer till a counſellors hand be to the Bill, 112
Diſmiſſed the lands being under 40 s. *per annum*, 112
Demurrer generally ordered to anſwer, 113
Defend. charged upon account ſhall not anſwer, upon promiſe ſhall, 113, 114.

E.

EXtents Law, no reliefe in Chancery, 5
Equitas ſequitur legem, 11
Executor not to releaſe without his copartners, 15
Executor not to anſwer without his copartners, 15
Executors how upon truſt, 21
Executors husband ordered to pay debts, 24
Entring decrees and diſmiſſions, 34

F.

FInes, recoveries, &c. the Lord Chancellor will not queſtion, 4
Feoffees to uſe, 10
Feoffee dying, no remedy againſt his heire, 10
Feoffee ſhall doe acts for the feoffors good, 10
Fraud in goods, 18
Feoffee to retain the Land to his own uſe, 11
Fraud upon fraud, 13
Feoffee puniſhable for makeing eſtate, 13
Forced to ſue an obligation, 15
Fines fraudulent, 20
Fines of Copyholds, 27
Fraud by making a Leaſe after a feoffment, and before livery and ſeizin, 82
Feme ſole ſueth out a Subpœna, and the ſame day is married, diſmiſſed with coſts, 98
Feme covert whoſe husband is in the Gallies, muſt anſwer matter of equity, 100, 101

Feb. 20. Dyed Sir *Nicholas Bacon.* 12. *April*, Sir *Thomas Bromely* had the ſeale delivered, 108
Feme covert ſueth for maintenance, 87

G.

Giving day to one, it ſhall help the other, 1
Greater part of debt paid, and the reſt offered reliefe here, 2
Goods of felons difficult to prove, a Subpœna, 15
Grand leaſe forfeited by coven, reliefe for it, 18
Generall cuſtomes reduced to certainty, 21
Grantee diſtraines one, ordered to ſue the reſt, 23

H.

Help againſt executors. 12
Heire of purchaſor to pay money behind, 25
Husband appears and demurrs, the wife not, Attachment, 39
Husband appears the wife not, Attach. againſt them both, 65
Habeas corpus to the warden of the *Fleet*, to have the defend. in Court to be charged with a debt, 71
Heire ſued to make a leaſe, for which his elder brother took a fine, or to repay the ſame. 77

I.

Judgement not to be examined here, 3
Juramentum delatum a parte 11
Intent ſpecified in a feoffment, 11
Juſtifying the detaining of evidences, 16
Joyntenants one taking the profits, 21
Judges called into the Exchequer Chamber about a leaſe, 32
Injunction to deliver goods, 34. 61
Injunction to ſtay proceedings at Law, 36
Injunction for poſſeſſion as at the time of the Bill, 36
Juriſdiction of *Wales*, rejected, 36
Injunction to ſtay ſuite according to promiſe, 37
Injunction with a clauſe (*ſi ita ſit*) 37

Injunction for not appearing, and to ſtay ſuits, 40
Injunction to diſcharge execution, 41
Injunction for poſſeſſion, 45
Injunction for poſſeſſion, as at the Bill,& 3 yeeres before, 47
Injunction upon Certificate of Juſtices of Aſſize, 49
Injunction diſſolved, if cauſe be not ſhewed, 49
Injunction becauſe the defendant began firſt in Chancery, 50
Injunction for Corne ſowed upon a Leaſe paroll, 51
Juriſdiction of *Oxford* rejected 55
Juriſdiction of *Lancaſter* allowed 56
Injunction diſobeyed, an Attachment, 58
Juriſdiction of *Cheſter* allowed, 59
Juriſdiction of *Oxford* allowed, 65
Juriſdiction of the Exchequer rejected, 67. 68
Injunction againſt the ſpirituall court, 73
Juriſdiction of *Oxford* allowed, 73
Juriſdiction of *Wales* allowed, 74
Injunction to ſtay Judgement in an action of waſte, 76
Injunction to ſtay ſuits, becauſe the Queene was not paid her fine, 77
Juriſdiction of *Cheſter* allowed, 82
Juriſdiction of *Wales* allowed, 84
Injunction for defrauding the Queene of her fine, 85
Juriſdiction of the Mannor of *Woodſtock* overruled, 85
Juriſdiction of *Wales* overuled, 89
Juriſdiction of *Wales* admitted, 92
Juriſdiction of the North allowed, 95
Juriſdiction of the Exchequer diſallowed, 96
Juriſdiction of the Dutchy of *Lancaſter* allowed, 97
Juriſdiction of *Wales* not allowed for a promiſe, 99
Injunction left at the defendants houſe, and diſobeyed an Attachment, 101
Juriſdiction of *Wales* allowed, 102
Injunction to ſtay ſuit at common Law, 105
Juriſdiction of *Cheſter* allowed, 109

Injunction

Injunction to ſtay ſuit at common Law, 112
Injunction to ſtay ſuit of *Quo Minus* in Exchequer, 113
Injunction to ſtay ſuits at common Law, 113

L.

Leaſes dammages in waſte moderated, 2
Leaſe in paroll, no help in Chancery, 7
Leaſe for 1000 yeares, no help, 8
Lands ſold in two Counties, livery made in one, 17
Leaſſor to have the woods, excepting fireboot, &c. 17
Leaſes deviſed to his wife, to come to his ſonne, 22
Leaſes conveyed in truſt to pay debts. 25
Leaſe paroll, no help, 27
Lands intended for a Schoole, otherwiſe given by will, 28
Leaſes of corporations, their names miſtaken, 31
Leaſes holpen againſt Patentees, 32
Leaſſee of a Copyholder puniſhable in waſte, though the Copyholder himſelfe be not, 63
Lord Chancellors Letters to a Noble man, that had broken a decree to performe the ſame. 73
Leaſſee not named in the premiſes, decreed, 86
Liberty for a common Fiſhing, 104

M.

Mulier and Baſtard, 4
Marriage portion recovered and reverſed, holpen, 8
Money given to buy Lands, 10
Money paid upon a ſingle Obligation, 17
Meſſuage *cum pertin.* carries the Land uſed with it, 18
Mannor demiſed, except court Baron, 18
Mulier and Baſtard Joyn, 20
Miſdemeanor in Courts reformed, 30
Man and wife plaintants, ſhe dyes; no Bill of revivor, but he muſt anſwer, 62
Money paid for a reverſion which could not be enjoyed ordered to repay it, 193

N.

Nudum pactum, no help here, 5
No relieſe againſt his own deed, 14
No ſeizin of rent-ſeck, no help here, 5
No relieſe againſt a voluntary act, 21
No help touching power to make Leaſes, 29
No witneſſes to be examined till the defendants have put in their anſwer, 93
No coſts upon a diſclaimer, 109
New Commiſſion to examine witneſſes not appearing at a former Commiſſion, 111
Not to extend one mans Land onely, where many are ſubject, 111
New Commiſſion to the defendant, and publication ſtaid, 112

O.

ONe Deed by which two claime, 15
Oath for ſerving a Subpœna before witneſſes examined in perpetuall memory, 34
Order for evidences, 43
One Executor ſueth the other, to put in ſureties to perform the Will, 79
One Executor gets the eſtate and dyeth, the other ſueth his Executor, 86
One Subpœna againſt two defendants, and two Bills put in, ordered to anſwer both, 87

P.

PAyment after the day holpen upon bonds, 1
Payment without acquittance, 2
Purchaſor of parcell, not ſubject to the whole rent charge, 2
Poſſeſſion *ſororis* for the heire *collaterall*, 5
Poſſeſſion of the Mother, for the Heire *collater.* 6
Payment of creditors out of a Coppyhold, 7
Perpetuities no help, 8

Purchaſor better then a ſurety in caſe of reliefe, 13
Power to make Leaſes, 21
Payment by the ſurety, 19
Poſſeſſion bound by decree, 23
Plaintant miſtaking his Title in his Bill, 24
Proceeding where there is no proofe, 25
Publication of witneſſes in perpetuall memory a yeare paſt, 33
Publication of witneſſes to be uſed in a Court Baron, 35
plaintant in execution at the ſuit of the King, delivered by *ſupersedeas*; 39
Plaint. bringing 223 l. in Court, execution to ſtay for the reſt, 47
Plaint. diſtraineth after replication, therefore an Injunction 48
Plaint. in execution upon Statute, delivered upon recognizance, 50
Plaint. to take execution for 100 l. of a Judgement of 300 l. 51
Plaint. married before anſwer, no Bill of revivor, 52
Plaint. ſueth for tokens delivered as a ſuitor in marriage, 54
Proſecuting contempts after a generall pardon payeth coſts, 56
Plaint. to make one a party, whom the defendant prayeth in ayde, 57
Plaintant requires one to appeare in the Queens name, coſts, 68
Prohibition for Tythes of Lands held in *capite*, 79
Plaint. enters upon the defendants poſſeſſion, an Injunction or diſmiſſed. 98
Prohibition for tythes, parcell of the Dutchy of *Cornewall*, conſultation. 98
Perjury for making oath, one of the ſame name ſued and diſcharged, 99
Plaint. to ſhew where he had his counterfeit Writs, 107

R.

Ravishment *de guard*, a Subpœna, 9
Releasse of Joint feoffee, 14
Reliefe for a trust upon a Leasse, 76
Rent reserved and paid, the heire ordered to pay it, 92
Rent charge upon severall men Lands, and levyed upon one, an Injunction is granted 22

S.

Suing in a wrong County, ayde for the plaintant here, 2
Statute Lands, priority *sans coven.* 8
Survivor in joynt Tenancy, 9
Suerty, chargeable, and not in some cases, 12
Supply of true meaning in feoffments, 16
Statute acknowledged in my name, 22
Statute for charitable uses, 28
Subpœna to appear before the Major of *London*, 43
Sheriffe amerced for return. *non est inventus*, 44
Setting down depositions in a wrong sence, 47
Subpœna delivered to the defendants wife, 54
Subpœna hanged on a dore, where the defend. resorted, 56
Suit to have the defend. performe an award, 57
Subpœna to testifie Attachment for not appearing, 61
Soliciter served to testifie ordered not to be examined, 62
Soliciter served to testifie is discharged, 63
Suit to have an award decreed, 64
Suit for common of pasture, 64
Subpœna delived to the defendants servant, 65
Suit retained after Judgement and execution, 74
Subpœna delivered to the defendants wife, 78
Suit for 10 s. rent *per annum* dismissed, 80
Suit for a hawke, and evidences dismissed, 82
Suit stayed in the Kings Bench, removed from *London*, 83
Suit for common, 83
Subpœna served within two dayes of the Termes end; 88

Soliciter

Soliciter ordered to be examined with caution, 89
Subpœna left in the defendants Hall, Attachment, 91
Server of a Subp. imprisoned, attach. against defend. 91,92
Subpœna shewed and offered, attach. for not appearing, 94
Suit upon a promise to surrender a Lease, dismissed, 95
Subpœna to testifie where no suit is, discharged, 95
Subpœna cautiously served, attachment against the plaint. 96
Suit for Hay, &c. not worth 40 s. dismissed, 103
Suit for poor under 40 s. *per annum* retained, 103.107

T.

TEnant right fines how paid, 6
Things left to the conscience of the party, 12
Tenant of the land uncertaine, a Subpœna, 16
Tenants in common to know the certainty, 16
Turning of water courses, 26
Two contend for a tenant, the Tenant paying his rent in court, 46
The server of a Subpœna payeth costs, 64
Trustee to convey the Lands according to the trust, 67
Two joyntenants, the one dies, the other to make estate, 81
Two executors exhibit two Bills, answer one the other dismissed, 88

U.

VOyd limitation *del* Lease in volunt. 9
Uses of Gavelkind land, 11
Vendee against one appointed to sell him Land, 14
Variance in a Bill of revivor from the first Bill disallowed, 55

W.

WArranty *Collaterall*, no remedy, 5
Wager of Law, no help, 5
Where remedy at Law, no help here, 15
Waste holpen here, and no remedy at Law, 19

Waſte forbidden here, and not puniſhable at Law, 26
Witneſſes *ad informandum conſcientiam*, 27
Witneſſe ſerved to teſtifie, preſſed for a Souldier, 41
Writ of priviledge granted to a Sutor, 43,44
Witneſſes examined before anſwer, 48
Witneſſes examined by fraud ſuppreſſed, 56
Witneſſes taken after publication *ad informand. conſcien.* 58
Wife after the death of her husband, ſueth a Bill of revivor, 70
Witneſſes that anſwer inſufficiently, againe examined, 81
Witneſſes examined in perpetuall memory, moved to uſe their teſtimony, 88
Witneſſes examined before the Towne Clarke of *York* ſuppreſſed, 91
Witneſſes examined, 1. and 2. *P.* and *Mary* ordered to prefer a Bill for publication, 94
Witneſſe not able to travell diſcharged, 99
Writ of priviledge diſallowed, 102

Reports

Reports in Chancery.

IF a man be bound in a penalty to pay money at a day, and place, by obligation, and intending to pay the ſame, is robbed by the way; or hath intreated by word ſome further reſpite at the hands of the Obligee, or commeth ſhort of the place by any misfortune; and ſo failing of the payment, doth nevertheleſſe provide and tender the money in ſhort time after; in theſe and many ſuch like caſes the Chancery will compell the Obligee to take his principall with ſome reaſonable conſideration of his dammages (*quantum expediat*) for if this was not, men would doe that by covenant, which they do now by bond. Payment after the day upon bonds holden.

The like favour is extendable againſt them that will take advantage upon any ſtrict condition, for undoing the eſtate of another in lands upon a ſmall or trifling default. Condition to undoe eſtates in Lands.

So if two be joyntly and ſeverally bound to pay money, and the obligee will give longer day (or other favour) to the one, and then will ſue the other for the debt, he which is ſued ſhall ſue in Chancery 9.E.4.41. Giving day to one, it ſhall help the other.

Payment without acquittance.

A man payeth debt upon a ſingle obligation without taking acquittance, therefore this will not diſcharge him at the common Law, but he ſhall be relieved therein in *Chancery (quare* 22. *F.* 4. 6. By the parties oath, but not by witneſſe.

Leſſees damages in waſte moderated by the death of the Leſſor.

If a man fell Trees upon the Lands of a Leſſee for life, and the Leſſee recovereth dammages amounting to the treble value that he ought to anſwer to his Leaſor in waſte, and the Leaſor dyeth before any recovery in waſte, now the Leaſſee ſhall not be ſuffered to take thoſe damages himſelfe, being ſo diſcharged of them, but ſhall be reſtrained in *Chancery*. Doctor and Student 33. 34. and 40.

The greater part of the debt paid, and the reſt offered, relieved in Chancery.

If the obligee have received the moſt part of the money, payable upon the obligation at the peremptory time and place, and will nevertheleſſe extend the whole forfeiture, immediately refuſing ſoone after the default, to accept of the reſidue tendered unto him, the obligor may find aide in *Chancery*.

Purchaſor of parcell of land not ſubject to the whole rent charge.

If a man grant a rent charge out of all his Lands, and afterwards ſelleth his Lands by parcels to divers perſons, and the grantee of the rent will from time to time levy the whole rent upon one of the purchaſors onely, he ſhall be eaſed in *Chancery* by a contribution from the reſt of the purchaſers; and the grantee ſhall be reſtrained by order to charge the ſame upon him onely.

Suing in a wrong County.

A man recovered at the common Law a debt in one County, where the obligation was made in another county againſt the Stat. 6. *R.* 2. c. 2. The Defendant ſued, and ſuggeſted in *Chancery*, that

that by this meanes he was put from divers Pleas of which he might have taken advantage, if the obligation had been ſued in the very County and he had ayde there; for the Chancellor ſaid that he ſued to hide the truth and againſt conſcience alſo, which cannot be ſo well found in any place, as in the very County where a thing is done, 9. *E.* 4. 2. and 9. *E.* 4. 15. A man ſhall not be prejudiced by formality or miſpleading, &c.

Copyholders.

Touching Copy-holders, Mr. *Fitz-Harbert* in his *Natur. Brevium* fol. 12. noteth well that, foraſmuch as hee cannot have any writ of falſe Judgement, nor other remedy at common Law againſt his Lord, therefore he ſhall have aide in *Chancery*; and therefore if the Lord will put out his Copyholder that payeth his cuſtomes and ſervices, or will not admit him to whoſe uſe a ſurrender is made, or will not hold his Court for the benefit of his Copyholder, or will exact fines Arbitrary, where they be cuſtomary and certaine, the Copyholder ſhall have a Subpœ. to reſtraine or compell him as the Caſe ſhall require, *Dyer* 264. and 124 *Fitz.* Subpœna 21

Not to examine any Judgement given at the common Law.

Firſt this Court forbeareth directly to examine any Judgement given at the common Law, to which end the Statutes 27. *E.* 3. cap. 12. 39. *E.* 3. cap. 14. 4. *H.* 4. cap. 23. and 16. *R.* 2. cap. 5. were made; and it ſeemeth that the common Law uſed ſome power to reſtraine ſuch examinations of Judgements before all theſe Statutes, for 13. *E.* 3. upon a recovery had upon a *Quare impedit*, the Defendant ſued for help in the *Chancery*, and they ſent a prohibition, and upon that an Attachment againſt him. *Fitz-Harbert prohibition* 21

the like hath been done upon ſuits in the courts of requeſts. But yet 9.E.4.65. one recovered debt upon an obligation in one county, whereas the obligation was made in an other county, and he complained in *Chancery* becauſe he had loſt ſome advantages, which he might have taken if the triall had been in the other county, which thing in effect was made a Law by the Statute, 6.*R.*2.c.2. And in the Caſe of *Paramore Ann.*3. & 13. *Eliz.*

Dyer, 201. and 301. A fine ſuppoſed to be levyed by an Infant, was examined in *Chancery*, after it had been allowed by examination of the Juſtices of the com. Pleas; but whether theſe and ſuch other may ſeeme rather to examine the manner, then the very matter and ſubſtance of the thing adjudged, it is worthy of conſideration.

Atturnement. Sir *will. Cordall* Mr. of the Rols denyed to compell one to atturn here that was at liberty by the common Law, in the Caſe of Sir *John Windham.*

Atturnement denyed but in ſome Caſes. Chancellor *Bromeley* likewiſe denyed ſuch compulſion generally, but where the party quarrelled with the particular Tenants Eſtate, or entreth iuto ſome part of the Lands in demiſe, or hath covenanted for recompence for non atturnment there he utterly denyeth to inforce the atturnment. *Paſch.*21.*Eliz.* in Caſe of *Philips*, and Doctor *Sandford.*

Finer, Recoveries, &c. Such aſſurances as be uſed for the common repoſe of mens Eſtates, the *Chancery* will not draw in queſtion; for a fine with Proclamation ought after the five yeares, to be a bar in conſcience as it is in Law; ſo ſhall it be of a common recovery for docking the intaile, Doctor and Student, 33. 155.

Mulier, and Baſtard. So likewiſe it ſeemeth that the continued poſſeſſion

poſſeſſion of the Baſtard eiſne ſhall prevaile in conſcience againſt the right of the Mulier puiſne. And albeit a feme covert may be thought to joyne with her Huſband for fear in a fine of her lands, yet after the five yeares it ſhall not be recalled, for the generall inconveniences that may enſue to that higheſt aſſurance. Doctor and Student, 154.

Warranty.

And if remedy in *Chancery* ſhould be extended to a Collaterall Warrantye, the ſame Saint *Germaine* ſaith that then all writings ſhall be examined.

Extent, Lawes.

If the extender undervalue the Lands, as there is no remedy at the common Law, 15. *H.* 7. Dupleges Caſe, becauſe the Debtor may help himſelfe by payment of the debt, ſo in conſcience there ought to be no reliefe, unleſſe it were done by *Covin. Idem.*

Nudum pactum. Wager of Law.

Upon *Nudum pactū* there ought to be no more help in *Chancery*, then there is at the common Law, neither againſt him that hath waged his Law in debt, though peradventure falſely. *Idem.*

No ſeizin of a rent ſeck.

Where a man made Title to a rent ſeck of which there was no ſeizin, nor for which he had any action at the common law, and prayed help here it was denyed upon conference had by the Lord Keeper with the Judges, *Michal.* 1596.

Poſſeſſio ſo orū in Copyhold.

A Copyholder dyeth leaving two daughters by divers Venters, both which do enter and take the profits, without doing fealties, or paying fine, and without any admittance by the Court, and the eldeſt dyeth without iſſue: This onely poſſeſſion ſufficeth to order the Copyhold to the collaterall heir of the eldeſt, and not for the ſiſter of the half bloud, 12. *Eliz.* Dyer 291.

Copyhold.

A Copyholder in Fee hath iſſue a daughter and a ſon by two venters; the Lord committeth the cuſtody of the Land, and of the ſon to the Mother who taketh the profits, and the ſon dyeth before any admittance; this Copyhold was ordered alſo for the Heire Collaterall againſt the Siſter of the halfe bloud, becauſe the Mothers poſſeſſion ſerveth for the ſon, *Anno* 12. *Eliz. Ibid.*

Poſſeſſion of the Mother for the her Collaterall.

Copyhold devile.

The Lord deviſed a Copyhold to C. for life, and after paſſed the Freehold of the ſoyle thereof by livery of ſeizin thereof to B. for life reſerving a rent; and then by fine levyed, doth grant the ſaid Land to the ſaid C. (*come ceo que il ad de ſon done* &c.) And C. accepteth the ſaid rent of B. and thereupon it was queſtioned whether or no, the Copyhold of C. were gone in conſcience 28. *H.*8. *Dyer* 30.

Copyhold forfeited for cutting of Trees, during minority.

A Copyholder within age is admitted, and the Lord committeth the cuſtody to the Mother of the Infant, whoſe under-Tenant cutteth down Timber Trees, which being preſented, the Lord ſeizeth the Land for the forfeiture (during ſtill the nonage) and keepeth it till he dyeth, and it deſcendeth to his Heire, who and his Father had kept it 40 yeares, and for that the Copyholder moved ſuite in the *Chancery* 29. yeares ſince which was now revived, and the forfeiture was taken during his minority, he was reſtored to his poſſeſſion till the Lord ſhould recover it for the forfeiture by the common Law, in the caſe of Mr. *Litton Mich.* 41. and 42. *Eliz.* Juſtice *Clench*, and the Maſters.

Tenant right Fines for alienation of the Tenant, but not of the Lord.

Tenure by Tenant Right as it is uſuall towards the borders of *Scotland*, ſhall not pay any uncertaine

raine fine or incombe at the change of the Lord by alienation, but by death which is the Act of God; for otherwiſe the Lord might weary the Tenant by frequent alienations; but it may be fine uncertaine upon the alienation of the Tenant as well upon death as diſcent, for that it is the Act of the Tenant, and in his power. Sir *Thomas Egerton Mich.* 1599. Caſe *Manner de thwaites & les Juſtices accord*, the ſame holdeth in Copyholders, for the cuſtome muſt be reaſonable.

Payment of Creditors out of a Copyhold forfeited by Morgage.

A Copyholder in Fee ſurrendreth to the uſe of one, and to his Heires upon condition of redemption, writeth downe his debts, and willeth part of his Copyhold to be ſold for payment of his debts after his death; one of the creditors payeth the money at the day to the Morgagee, who nevertheleſſe inrolleth the ſurrender afterward; this other creditor complaineth againſt him, and the Heir in *Chancery*, and had a decree that the Copyhold ſhould be ſold for the payment of debts, and the remainder of it (if any were) ſhould diſcend to the Heire 41. *Eliz.* For although the deviſe of the Copyhold be void, yet to take it from the ſurrendree, (who held it onely for money to be paid) and to pay him and the other creditors therewith, hath good warrant in equity, and the Heire hath no wrong for that it was gone from him by the ſurrender lawfully.

Leaſe paroll.

Termino Trinitatis 40. *Eliz.* the Lord Keeper Sir *Thomas Egerton* pronounced openly, that he for avoyding perjuries and other abuſes, would not give help to a Leaſe claimed by paroll onely.

Marriage portion recovered at common Law, and reversed in the Exchequer, holpen in *Chancery.*

One Cutting brought an action upon Assumpsit for one hundred pound against the Executors of a Testator that promised the money in marriage with his daughter, and recovered at the common Law; which judgement was reversed in the Chequer Chamber, but Cutting sought help in *Chancery*, where it was proved that the Executors had Assets for Funeralls, Debts, and Legacies with a good overplus to satisfie the complainant; and therefore after hearing and report thereof by Doctor *Stanhope*, and Mr. *Lambert*, it was decreed for the complainant; but the Executor exhibited his Bill for remedy; upon which Justice *Owen* thought he was not to be heard till he had satisfied the decree; and then also but onely upon new matter; not thus resting, the Executor exhibits a second Bill which was referred to Master *Lambert*, but he excused himselfe, that he was not to judge in his own cause and recommended it to the censure of the Lord Keeper who ordered the Executor to performe the first decree, *Micha.* 40 *Eliz.* 1598.

Perpetuities.

Lease for 1000 yeares.

Trinity 41. *Eliz.* The Lord *Egerton* pronounced openly, that he would give none aide in *Chancery*, for the maintenance of any perpetuities, nor of any Lease for hundreds, or thousands of yeares, made of lands holden in *Capite*; because the latter be grounded upon fraud, and the former be fights against God.

Statute lands bought with Money lent, priority *sans Covyn.*

A. was bound in a Statute to B. And one C. lendeth 100 l. to A. with which A. bought lands, and assured the same to C. for his hundred pound. A, faileth in payment. B. extended

tended that land. C. was denyed help in *Chancery*, although the land was bought with his mony; for B. hath priority of right in Law without Covyn, *Crompton.* 63. *a.*

A. delivereth twenty pound to B. to the uſe of C. a woman to be delivered her the day of her marriage, before her marriage. A. countermandeth it, and calleth home the money, C. ſhall not be ayded in *Chancery*, becauſe there is no conſideration why ſhe ſhould have it. *Dyer.* 49. Bailement ſans conſideration countermanded.

A Term or deviſed his Terme, and whole Leaſe to B. Proviſoe that if B. dye, living C. Then the Terme ſhall wholly remaine to C. B. ſelleth the Terme, and dyeth, living C. And by the opinion of the Juſtices C. ſhall have no remedy, *Dyer*, 74. Voide limitation *de* Leaſe in vol. *Cook* lib. 8, 95.

The Vice Counteſſe *Mountague* claimed the Wardſhip of the body of the Heire of a Tenant of hers, which was eſloyned from her; ſhe ſuſpecting ſome of the Heires friends exhibited her Bill in *Chancery*; and it ſeemed they ſhould not anſwer to charge themſelves criminally; eſpecially in this Caſe, where ſo great a puniſhment as abjuration may follow, &c. Raviſhment *de* Gard.

Cromer and *Peniſton* married two Siſters joyntly poſſeſſed of a Leaſe for yeares, the wife of *Cromer* dyed; *Peniſton* claimed the whole by Survivor, *Cromer* exhibited a Bill ſuggeſting that *Peniſton* had in her life time ſevered the joyneture by ſome act ſecretly: The Lord Keeper over-ruled that the defendant ſhould not anſwer *Mich.* 39. and 40. *Eliz.* Survivor in Joynt-Tenancy *de* Leaſe.

As

Feoffees to uſe.

As concerning confidence ſecretly knit to Eſtates, it hath manifold conſiderations; firſt if my Feoffee upon confidence, doe inſeoffe another *bona fide*, that knoweth not of the confidence, I am without remedy. *Fitz Harbert* ſub. 19 But if the ſecond Feoffee have notice of the uſe, he ſhall be compelled here to performe it, 5. *E.* 4. 7.

Notice of the uſe.

If my Feoffee dye I have no remedy againſt his Heir.

So if my Feoffee dye, and the land diſcend to his Heire, I have no remedy againſt him. 8. *E.* 4. 6. All the Juſtices; and this confidence extendeth not onely to the taking of the profits, but alſo that the Feoffees ſhall doe acts for the good of the Feoffor; and if the Feoffor require him to make an eſtate to any other, he ought to doe it, but thereof he ought to have requeſt in writing, for he is not to doe it upon a bare meſſage, or upon deſire by word onely, 37. *H.* 6. 35. 36. And if the Feoffor will have him make an Eſtate to I. for life, the remainder in Fee to B. though I. will not take the Eſtate, yet B. ſhall compell him to make Eſtate to him in the life of I. *ibid.* 36. *Finch.* So if the Feoffee be diſſeiſed, the Feoffor ſhall compell him to ſue an Aſſize, 21 *E.* 4. 7.

The Feoffee ſhall doe Acts for the Feoffors good.

They may grant Offices, but not annuities.

Nevertheleſſe thoſe Feoffees might grant neceſſary Offices as Stewardſhips, Bailyweeks, &c. though they may not grant Annuities to learned men to defend the Land, 8. *H.* 7. 12. They may alſo as it ſeemeth give Fees to Councell, and ſhall have allowance thereof, ſo far as they are from being maintainors.

Fees to councell.

Money given to buy Lands.

If I give money to one to purchaſe Lands therewith to him and his Heirs, and to permit me to take the profits thereof during my life,

and

and he with-holdeth the profits, he ſhall be compelled by Subpœna *Crompton*, Fol. 48. *b.*

If (*Ceſti que uſe*) be attainted of Felony, the Lord ſhall not be ayded by Subpœna to have his eſchear; and if the Heir be barred by the corruption of his bloud, then the Feoffee, as it ſeemeth ſhall retaine the Land to his own uſe 5. *E.* 4. 7. Feoffments of uſe, *Brooke* 34. The Feoffee ſhall retain the Land to his own uſe ſur-attain der de felony.

When the uſe is to the Feoffee and his Heirs, without any other intent, there (*Ceſti que uſe*) may declare his will thereof and may vary at his pleaſure; but if it be to any intent certain, as to take back an eſtate taile, or with remainders to others, then he cannot change it, for the intereſt that is in others, 5. *E.* 4. 8. *a.* Intent ſpecified in a Feoffment to uſe.

Whether the uſe of gavell kind Lands ſhould enſue the nature of the land, and ſo of Borrough Engliſh, or ſhall be at the common Law, becauſe the cuſtomes doe extend to Lands, and not to uſes, or rents as is ſaid againſt *Fitz Harbert.* Uſes of gavell kinde at the common Law. 26. H. 8. *Dy.* 6.

Although (*Ceſti que uſe*) of a terme for yeares be not within the Statute of uſes, rather therefore he ſhall have remedy in *Chancery*, *Crompton* 64. Ceſti que uſe) de tearme de ans.

Where the complainant will reſt upon the oath of the Defendant, and be contented to be judged there by, their the oath of bewraying is hardly granted. Jurament. delatum a parte.

Conſcience never reſiſteth the Law, nor addeth to it, but onely where the Law is directly in it ſelfe againſt the Law of God, or the Law of reaſon; for in other things *Equitas ſequitur legem.* Saint *Germaine*, Fol. 85. 155. Æquitas ſequitur legem.

Sometimes equity helpeth a man to that, for the

Things left to the conſcience of the party.

the which there is no Law of man provided. fol. 85. *ibid.* Sometimes equity followes the meaning of the parties in their contract, 86. *Ibid.* where a common inconvenience will follow, if the common Law be broken, there the *Chantery* ſhall not help. 155. For albeit the party cannot with a good conſcience take the advantage of ſundry things to which he comes, yet the Court of conſcience is not thereby bound to help the other, but muſt leave ſome things to the conſcience of the party himſelf.

Help in *Chancery* againſt Executors.

It is reported, 8. E. 4. 6. and 22. E. 4. 6. yeare *Book*, That the Lord *Chancellor*, and Judges were of opinion that a Subpœna lyeth not againſt the Heire of a Feoffee in truſt; but our time affordeth that help againſt Executors very commonly, as between *Ouſlowe* and *Ouſlowe*, Lord *Norris* and *Leſter*, *Cutting* and *Huckford*, *&c.*

Surety.

At the common Law, if a man were ſurety for anothers debt, he was chargeable if the debtor failed in payment; but *Magna Charta. cap.* 8. ordereth that the pledge ſhall not be diſtrained, if the principall debtor be ſufficient to pay; this grew troubleſome to the Creditor, and therefore it fell in uſe that the pledge ſhould bee bound as principall, and ſo by the common Law he is chargeable notwithſtanding the ſufficiency of the principall; nevertheleſſe it is now uſuall in *Chancery* to help this ſuerty againſt whatſoever default of the principall, if ſo be he will offer the principall debt and dammages; but in my opinion he ought to finde

The ſurety chargeable.

To help the ſurety.

here

here no other relieſe then the principall debtor ſhould find, becauſe he is not onely a principall by his own Bond, but alſo was the cauſe, for which the money was lent, ſeeing that without him the principall had not been credited. And experience bewrayeth, that this favour to ſureties breedeth contempt of Bonds; *Nihil eſt autem* (ſaith *Cicero*) *quod vehementius remp. continet quam fides, quæ nulla eſſe poterit ſi non erit neceſſaria ſolutio rerum creditarum, fraudandi vero ſpe ſublata, ſolvendi neceſſitas conſequitur.*

No other relieſe for the ſurety, then for the principall.

But the Caſe of the purchaſor (*bona fide*) of land ſubject to a Statute, or recognizance, is better then of ſuch a ſurety; and ſo is the Caſe alſo of the Heire of the Recognizor, or Obligor; for though the land be charged in their hand with the debt, yet equity ought to relieve them touching any penalty, unleſſe they be found in *Mora*, *&c.*

Purchaſor.

If a debtor will Collude with ſome of his friends in fraud of his Creditors; and the friend breake truſt with him, this Court will not puniſh the breach; yet *Greene* and *Cotterells* Caſe to the contrary (*fraus non eſt fallere fallentem.*) But two Doctors and I took order in ſuch a Caſe between *Woodford*, and *Multon*, Mich. 42. and 43. *Eliz.* by our report that the goods ſo conveyed in fraud, ſhould be tranſferred to the benefit of the Creditors.

Fraud upon fraud.

A. Man was enfeoffed to the uſe of a woman ſole which taketh an Husband; they both for money ſell to B. The land which payeth it to the wife; and ſhe and her Husband do pray the Feoffee

Feoffee puniſhable for making Eſtate at the wives requeſt during the Coverture.

Feoffee to make Eſtate to B. Afterwards her husband dyeth; now by the Chancellor and all the Juſtices, ſhe ſhall have aide againſt the firſt Feoffee by Subpœna, to ſatisfie her for the land; and if the ſecond Feoffee were conuſant, a Subpœna ſhal be againſt him for the land, for all that the wife did during the Coverture (as they ſaid) ſhall be taken to be done for fear of the husband 7. *E.* 4. 14. Subpœna *Fitz-Harbert.* 6.

No relieſe againſt his own deed.

If A. ſell land to B. for 20 l. with confidence, that it ſhall be to the uſe of A. yet A. ſhall have no remedy here, becauſe the bargain hath a conſideration in it ſelfe. *Dyer* 169 *per Harpar.* and ſuch a conſideration in an Indenture of bargaine and ſale ſeemeth not to be examinable except fraud be objected, becauſe it is an eſtopell.

Releaſe of joint Feoffee.

Lands be morgarged to A. and B. where A. onely payeth the money, and the intention was that B. ſhould take nothing; now B. ſhall be compelled to releaſe to A. 27. *Eliz.*

Subpœna gainſt one appointed by will to ſell.

A. willeth that B. ſhall ſell his Land to C. now C ſhall have a Subpœ. againſt B. to compell him to ſell the teſtators land unto him 15. *H.* 7. 12.

To diſcharge himſelfe of a bond is permitted in equity.

Pyers was bound in a Statute to *Hawes*, and *Joan*, for the behoof of *Joan*, and *Hawes* releaſed to *Fyers*, whereupon ſhe brought a Subpœna againſt them both; but *Pyers* was diſcharged although he knew the confidence; becauſe it is permitted in ſuch a caſe a man ſhould help himſelfe to be diſcharged of his bond, and the Subp. ſtood againſt *Hawes*, becauſe he had deceived *Joane*, 11. *E.* 4. 8. *a. Tamen quær.* for it is no conſcience to be a partaker in fraud; therefore if my Feoffee in uſe had made a Feoffment unto one that knew of the uſe, the Subpena did lye againſt them

them both, 5. *E.* 4. 7. And the Case precedent liked not the reporter.

If an Obligation be made to B. to the use of C. now B. shall be compelled here to sue upon that Obligation, 2. *E.* 4. 2. Forced to sue an Obligation.

If one Executor will release a debt without the consent of his copartner, whereby the Will cannot be performed, the releasor and the releasee shall be ordered therefore in *Chancery*, 4. *H.* 7. 4. By the Chancellor against the opinion of *Fineux*. Executor shall not release a bond without his Copartner.

If a Subpœna be brought against three Executors, and one of them appeareth, he shall not be compelled to answer till they be driven to appear also, for they are but one, 8. *E.* 4. 5. By the Chancellor. Executors shall not answer without his Copartners.

So if two Copartners, or joynt Tenants joyne in a *Quare impedit*, and the one will plead covenously, he shall be compelled here to joyn with the other in Plea or presentment. Copartners to joyne in Plea or presentment.

And so if lands be severally given by one deed, to two men; he which hath the deed shall be compelled here to shew it for the defence of the others Title, 9. *E.* 4. 41. One deed by which two claime severally.

A. made a Deed of Feoffment to his own use to B. but gave no livery of seizin. A. dyeth, C. his heire bringeth a Subpœna against B. but by *Morton* Master of the Rolls, C. was denyed help here, because B. had nothing in the Land; and if he abate, there is remedy at the common Law against him, 18. *E.* 4. 13. Where remedy at common Law, no help here.

Where certainty wanteth, the common Law faileth, but yet help is to be found in *Chancery* for it; for if the Queen grant to me the goods of A. that is attainted of Felony, and I know not Goods of Felons granted which are difficult to prove.

not the certainty of them, yet ſhall I compell any man to whoſe poſſeſſion any of them be come to make Inventory of them here, 36. *H.* 6. 26. *Cur.*

Bringing evidence into Court.

It is moſt uſuall in *Chancery* to demand evidence concerning the complainants Lands, to which he maketh Title, which are not in Cheſts, Baggs, or Boxes, and whereof he knoweth not the Date, &c.

Juſtifying detaining of evidences,

And in that Caſe the Defendant made Title to the Lands, and juſtified the detaining of the evidences, for maintenance of his right; whereupon it was ordered, that the complainant ſhould bring an action for the Land at the common Law; to which the Defendant ſhould plead in chiefe; and that he for whom the verdict ſhould paſſe, ſhould alſo have his poſſeſſion ſtalled here, 28. *Eliz.*

Tenants of the Land uncertaine.

If a man have cauſe to demand land by action, and knoweth not the Tenant of the land, by reaſon of the making of ſecret Eſtates, it hath been lately uſed to draw them in by oath, to confeſſe the Tenant; but it is now doubted.

Tenants in common to know the certainty

A Tenant in common, of a Manor for long time, occupyed wholly by the other Tenant in common, which knoweth not the quantity of the Mannor, by reaſon the other hath alſo ſold Lands intermingled, had the ſight of the Court Rolls, and Writings of his companion, concerning onely the quantity of the Mannor, but not concerning the ſold Lands, nor his Title to the Mannor, and the other was ordered alſo to ſhew the like on his part. *Gapell* and *Mym.* 1599.

Supply of true meaning in Feoffments.

The *Chancery* alſo giveth help for perfecting of things well meant, and upon good conſideration

tion

tion. As if in a Feoffment of Lands for money the word Heires be omitted in the deed, *Audeley* Chancellor, 9. *H.* 8. ſaid that he would ſupply it.

A man bought debts due upon Obligations, and gave his own Obligation for the money to be paid for them; and becauſe he had not (*quod pro quo*) but onely things in action, and the ſeller would not uſe action upon them for the benefit of the Vendee; It was ordered here by the aſſent of the Judges thereto called, that the Vendor ſhould bring in the Obligation to be cancelled, 37. *H.* 6. 14.

To bring in an obligation to be cancelled.

But if a man pay money upon an Obligation, or a Statute that is ſingle, the Obligee, or Counſee ſhall not be called hither to cancell it, though the other had no acquittance upon the payment made, 22. *E.* 4. b. *les* Juſtices, and Doctor and Student 23. who ſaid that a man ſhall have no ayde here to ſupply his folly: As if he pay a debt upon a ſingle Obligation or Statute without taking acquittance. But *Robert Stillington Epiſcopus Bathoum* ſaid that (*deus eſt procurator futurus.*) I thinke if money be paid upon a redemption of a morgage by Indenture without taking an acquittance, the morgagee ſhall bring in the Indenture to be cancelled here.

Money paid upon Obligation ſingle, or ſingle Statute not compelled here to cancell it. Yet upon a morgage, he ſhall be compelled to bring in the indenture to be cancelled here.

So if a man ſell lands in two Counties for money, and maketh livery in the one onely, he ſhall be compelled in conſcience to perfect the aſſurance by another livery, Doctor and Student 37. for the contract faileth onely in a circumſtance or ceremony.

Lands ſold in two counties and livery made onely in one.

A leaſe is made of a Houſe and Woods, wherein it is covenanted, that the Leaſſee ſhall have

Leaſſor to have the woods leaving ſufficient bootes.

Housboot and Fireboot. By this it is implyed and meant that he shall not have any of the Woods to any other purpose, but that they belong to the Lessor; and it is usuall to help him in the Chancery, to them leaving sufficient for these boots.

Messuage *cum pertin.* carries the land used with it.

A Messuage was demised (*cum pertinentiis*) onely but for that sundry Lands had been occupyed therewith for the same rent; and by the same words, the Lord Chancellor *Bromley* by advice of the Judges, ordered those Lands should now passe also; yet in Law they do not passe as some Justices hold.

Mannor demised, except the Court Baron.

The Lord *North* demised a Mannor (excepting the Court *Baron*) and *perquisites*, &c. the exception was found void in Law; and the Tenant Lady *Dacres* would not make suite to the Court kept by the Lord *North*. But the Lord Keeper *Puckering* assisted with some Judges, decreed her to make suite, for that it was plainly so intended.

Fraud or covyn in goods.

A man made a gift of his goods of intent to defraud his creditors, and yet continued the possession of them, and took sanctuary and dyed there; now his Executors having the goods, were charged towards the Creditors, 16.E.4.9.

Grand Lease forfeited by covin.

So if a Lessee for years demiseth parcell of the Terme to another, and covenously forfeiteth his whole Lease for any condition broken, and taketh the Land back in Lease againe, his Lessee shall find help in *Chancery*. *Crompton*, 64.65. And *Stillington* the Chancellor, 8.E. 4. 4. was of opinion that (*pro læsione fidei*) or breach of promise, a man was at liberty to sue either in the spirituall Court (*Canonicæ Injuriæ*) or else in the

Læsione fidei

Canonicæ Injuriæ.

the *Chancery* for the damage accrewed by the breach.

A man had Lands of ancient demeasne in extent for debt, and they were recovered from him by the sufferance of the Vouchee, whereby he was ousted; in this Case he shall be holpen here. *Morton* Chancellor *per Assent. Bryan*, and *Hussey* Justices, 7. H.7.11. *Conuzee.*

If one that is bound with another for the debt of the other payeth it at the day for fear of Arrest; now if he sue his counter-bond which he hath to save him harmeless (*non est damnificatus*) is a good Plea at the common Law against it; but yet the *Chancery* will give order for his repayment. *Mich.* 31. 32. *Eliz.* And whereas such a surety paid the debt, and sued the principal upon his Obligation to save him harmless; the principall brought a Subpœna, and alleadging that he having delivered goods into the hands of the surety to save him harmless, prayed an Injunction to stay his suite; but because the surety made another title to the goods, the Court would not stay the suit for him, 16. E.4.9. To avoid future perjury. Payment for the principall by the surety.

Where Deeds and Mynuments do concern as well the defence of the Tenant for life, his Title who also possesseth the Deeds, as the right of another in reversion or remainder, it is usuall to have them brought into this Court for the avoyding all perils, and the indifferent custody of them, *Dixies* and *Hillary*, 40. *Eliz.* Deeds brought into the Court.

A Lease is made for life, the remainder for life; the remainder over in Fee; the first Lessee maketh waste; and because he in the Fee hath no remedy by the common Law, and Waste holpen in *Chancery.*

waſte is a wrong prohibited, he ſhall be holpen in *Chancery*, *Crompton*, 48.6.

Fuller and Baſtard Ione in ſuing their livery.

And not every barre or ſtopell in Law ought alſo to bind in *Chancery*: For if a legitimate daughter, and her ſiſter a Baſtard do joyne in ſuing of their livery, this ought not to barre in conſcience, howſoever it may eſtop in Law, Doctor and *Student* 34.

Action of the caſe ſeeketh damages, ſubpœna rem ipſam.

It is uſuall in a Bill of *Chancery* to object, that the Caſe hath proper help at the common Law, and 21. H. 7. 41. where one aſſumed for 10 l. to Lands to another. It was ſaid he might have action upon his Caſe; and not to ſue in *Chancery* to compell him to make the Eſtate; but theſe helps be divers, and not the ſame; for by the one he ſeeketh the Land; and by the other he demandeth damages onely. And therefore I ſee not, but that the Petition in Parliament might have prevailed, if it had ſtood upon that point onely; and at this day, it is taken for a good cauſe of diſmiſſion in moſt cauſes, to ſay that he hath remedy at the common Law; and where an action upon the Caſe for a *Nuſans* and damages onely are to be recovered, the party may have help here to remove or reſtore the thing it ſelfe, *quod eſt idem.*

Fines fraudulent.

A Leaſſed lands for 21. years, and let other lands at twill to B. that had lands in the ſame Town, who makes a Leaſe for life to C. of his own lands, and of A's. and then by Fine all is conveyed to B. he payes the rent to A. ſtill the five years paſſe by the opinion of all the Judges delivered to the Lord Keeper; this fine ſhall not Bar A. *quia apparet per le payment del rent* and *ceſt caſe fit ſubſcribe per Popham & Anderſan.* 12 *Feb.* 1601. 40. *Eliz.* *Nota*

Nota que Executor *non poit eſtre* a truſt unleſſe he have an eſpeciall gift in the will, and that may then be in truſt, otherwiſe the generall truſt of an Executor is to pay debts and legacies; and of the ſurpluſage to account to the ordinary in *pios uſus*, 44. *Eliz.* 8. *Iunii* 1602. Executors how upon truſt.

A woman ſole takes conſideratiou for making a Leaſe for 21. yeares and then marries; and ſhe and her huſband made the promiſſed Leaſe at the 21. yeares end, the Leſſee ſurrenders and takes a new Leaſe for 21 years more, the huſband dyes, the wife ouſtes the Leſſee, who ſues in *Chancery* to have the firſt Leaſe continued reſt for the firſt 21 yeares, and not remedyed here, the ſurrender being voluntary, 44. *Eliz.* No relieſe againſt a voluntary act.

Two Joynt-Tenants, the one takes the whole profits, no remedy for the other, except it were done by agreement, or promiſe of account, 8. *Iunii* 1602. 44. *Eliz.* Joint Tenants, one taking the profits.

A deſē. not being a principall defendant, might be read at a witneſſe, if he were examined on the plaintants party in another ſuit, betweene other perſons, in Caſe of *Kingſton* upon *Thames*, 10. *Iunii* 1602. 44. *Eliz.* Defendant examined as a witneſſe.

A cuſtome of diſcent in a Mannor, and many other things were in controverſie between the Lord and Tenants, and between the Tenants themſelves. And in the tenth *Eliz.* a generall agreement made by Deed indented, and a Bill in *Chancery* for eſtabliſhing the ſame, but no Record to be found but the Deed inrolled, though all the Tenants of the ſaid Mannor ſhall be ſtopped in the *Chancery* to ſpeak againſt this, (*Cac. eſt quæ le Repes del realme*) notwithſtanding pretence was made (*Philips* being of councell with Generall cuſtomes reduced to certainty by agreement in a mannor.

the defendants, that agreement cannot alter a cuſtome in Law, that ſome were infants, ſome feme coverts at the time that the Lord was but Tenant in taile; of which opinion was Mr. *Cooke* Attorney generall, and Juſtice *Gawdy*, 10. *Junii* 1602.44. *Eliz.*

Statute acknowledged in my name by a ſtranger.

If a Statute be acknowledged in my name by a ſtranger, I ſhall have an action of diſceat againſt him, but I ſhall not avoid the Statute or recognizance; but if it be acknowledged by one of the ſame name with me, I ſhall avoyd it by Plea. 23. *Junii* 1602.44. *Eliz.*

Power to make leaſſes.

The opinion of the Courts is, that uſes may be raiſed by covenant for Jointures, but power to make Leaſſes in that ſort cannot paſſe, but it may be done by Fine, or tranſmutation of poſſeſſion, if the covenant be that the owner will ſtand ſeize to thoſe uſes, 27. *Jun.* 1602.45. *Eliz.*

Coppyhold tayled ſurrender.

Whether Copyholders may be intailed, and held that they may not by the Statute (*de donis conditionalibus*,) but by the common law denante; and that ſurrenders, or plaints in nature of fines and recoveries may bar theſe ſtate tayles, as well in the Court Baron, as at the common law, if the cuſtome have been ſuch, which is the rule in theſe caſes, 3. *Feb.* 1602.45. *Eliz.*

Abating a Bill.

Adminiſtrators in nature of a guardian to an infant being Executor, exhibits on his behalfe a Bill in *Chancery*; the infant (depending the ſuit) comes of full age; this abates not the Bill by the opinion of the Lord Chancellor *Egerton*, 7 *Feb.* 1602.45. *Eliz.*

Leaſes deviſed to his wife, on confidence to come to his Son not relieved.

Doctor *Ford* by his will deviſed certaine lands to his wife in theſe words (*non per viam fidei cõmiſſæ*) for which his ſonne might ſue her; but hoping

hoping if his Son grew thrifty, that at her death she would leave the remnant of these Leases to him, she married *Greyfill*; but before marriage *Greyfill* wrote unto her, that she should have the disposing of those Leases at her death; after the marriage *Greyfill* sells the Leases; *Ford* brings his suite in *Chancery*, and had no help by the opinion of the Court, 31. *Maii* 1. *Iacob.* 1603.

Possession bound by decree, and the partie prohibited to sue at common law.

Inter Tomley and *Clench*, It appeared by testimony of ancient witnesses, speaking of 60 years before, and account Books and other writings, that *Francis Vaughan*, from whom *Tomley* claimed was *mulier*; and *Anthony* from whom *Clench* claimeth was a Bastard; and the possession had gone with *Tomley* 50 yeeres. In this Case the Lord *Egerton* not onely decreed the possession with *Tomley*, but ordered also that *Clench* should not have any tryall at the common law for his right, till he had shewed better matter in the *Chancery*, being a thing so long past; it rested not properly in notice *de pais*, but to be discerned by Books and Deeds, of which the Court was better able to judge then a Jury of Ploughmen, notwithstanding that exceptions were alleadged against those ancient writings; aud that for the Copyhold-land, the verdict went with *Clench* upon evidence given three dayes before Serjeant *Williams*, that *Anthony* was *Mulier*, 31. *Maii*. 1. *Iacob.* 1603.

Grantee distrains one who prayeth reliefe, ordered he sue the rest, and the Grantee, the one to contribute, and the other to accept of equality.

Sir *Edmond Morgan* married the widdow of *Forteſcuhe*, had his wives lands distrained alone by the Grantee of a rent-charge from her former Husband, and therefore sued the Grantee in *Chancery*, to take a ratable part of the rent, according to the lands he held subject to the

diſtreſſe; and notwithſtanding the Lord chiefe Juſtice *Pophams* Report, who thought this reaſonable, the Lord Chancellor *Egerton* will give him on this Bill no relieſe, but ordered that he ſhould exhibit his Bill againſt the reſt of the Tenants and Grantee both, the one to ſhew cauſe why they ſhould not contribute, the other why he ſhould not accept of the rent equally; otherwiſe it was no reaſon to take away the benefit of diſtreſſe from the Grantee, which the Law gave him 7. *Iunii Iacobi.* 1603.

Contents of a Mannor as it was 60. yeares paſt.

A. In *forma pauperis* had a decree againſt C. for the Mannor of B. that the contents of the Mannor were doubtfull. C. ſhewing Antient Deeds, that proved divers parcels of the Lands, claimed by force of the decree by A. to be of another Mannor, which notwithſtanding the Lord Chancellor *Egerton* ordered that it ſhould be put to a Jury; and they to find as the contents of the Manor had gone by uſuall reputation 60. years laſt; and not to have it paired, and defalked by ſuch Ancient Deeds.

Executrix husband ordered to pay debts.

A. Married a Feme Executrix ſubject to a devaſtavit; if A. have nor ſufficient to ſatisfie, himſelf ſhall be impriſoned for the debt.

Plaintant miſtaking his Title in his Bill.

A. Plaintant in *Chancery* for a Leaſe upon a Bill, that affirmed the Leaſe to end at our Lady day, *An.* 1604. had the ſame decreed for him; many yeers after comming to the Leaſe it ſelfe he finds, that it is not to end till our Lady, *An.* 1605. And then moves in *Chancery*, that he may not be forced to leave the land, till that time as the decree appointed him *(qui conſtitutus eſt cancellarius, 24. Iulii ad Coronam Regis)* for the firſt he muſt performe the decree; and then exhibit a new Bill upon the ſpeciall matter, otherwiſe it were

were perilous to blow away decrees upon motions. *Hil.* 1. *Iacobi. Gosset com. Crowther*, fol. 122.

Henry Earl of *Darby* conveyed certaine lands in truſt, to *Doughty* his ſervant for payment of his debts, upon mediation of an end of controverſies between the daughters of *Fardinand*, eldeſt ſon of *Henry*, and *will.* his younger ſon now Earl. Articles were ſet down, that *Will.* ſhould diſcharge all his fathers debts, whereupon *Doughty* conveyed the Leaſes to *will.* the creditors ſue *Doughty* in *Chancery*; and ordered to purſue their remedy against Earl *william. Hill.* 1. *Jacobi.*

Leaſſes conveyed in truſt to pay debts.

Hearle plaintant in *Chancery* againſt *Botelers* mother and ſon, whoſe huſband had bought tayled lands of *Hearles* brother, to which the plaintant was inheritable; and ſome of the money due upon a bond unpaid, and the bond loſt. And the opinion of the Lord Chancellor was to charge the ſon & the mother, in regard of the land in their poſſeſſion, with the payment thereof. *Hil.* 1. *Iac.*

Heire of purchaſor charged with payment of money behinde for the land.

Nota in le caſe Mynn and *Cobb*, the truſt was not ſo fully proved as the Lord Chancellor would make a full decree thereupon, ſo as it ſhould be a preſedent for other cauſes, and yet ſo farre forth proved as it ſatisfied him as a private man; and therefore in this caſe, he thought fit to write his letters to the defendant, to conforme himſelfe to reaſon; and affirmed that if he ſhould find the defendant obſtinate, then would he rule this cauſe ſpecially againſt the defendant, *ſans la tiues* conſequence. *Hill.* 1, *Jacobi.*

Proceedings in a cauſe where there is no full proofe.

Nota in the caſe of *Manwood*, that there behoveth not a full ſurrender to be expreſſed in the Copy, but the deviſe is chiefely to be regarded if the ſurrender be perfect in the Roll of the Lord, though there be no mention at all of a ſurrender good enough. *Hill.* 1. *Iacobi.*

Coppy good by deviſe without mention of ſurrender.

Inter

Turning of water courses from Mills. holpen.

Inter Swain and *Rogers*, the case was in effect an Assize of *Nusans*, for *Rogers* disturning the trenches, and plucking up of stakes of *Swaynes* Mill Leet; and making a banck, or dam beneath, that made the water reflow so as the wheeles could not goe; and exception taken that the Court should not hold Plea thereof (*sed contrarium adjudicatur*) many causes of the same manner ended here; and this specially for *Rogers* a great man in the country, *Swayne* a professor of the Law, who sought hereby to avoyd multiplicity of suits *per Warburton* Justice, but upon a second hearing at the Rolls, referred to a Commission of *Sewers*. *Hill.* 1. *Jacobi.*

Waste forbidden in *Chancery*, where not punishable at Law.

Nota per Egerton Chancellor, where Tenant for life, the remainder for life, though there lye no action of waste in *Chancery*, yet he shall be prohibited to do waste by the Chancellor, for wrong to the inhabitants, and hurt to the common-wealth. *Hill.* 1. *Iacobi.*

Archbishops Certificate against *Bloomer* for not paying a maides portion.

Bloomer having married the widdow of *Nanfan*, who had forfeited a Recognizance to the Archbishop of *Canterbury*, for not paying of her daughters Portion, intreated the Bishop of *Canterbury*, to take a new Recognizance, and discharge the former. *Bloomer* after finding that his wives lands was intailed, used meanes to have her by Fine, or recovery, to put it into Fee, that so it might be subject to the Recognizance; and hoped to get it from his wife also. One *Bridges* his wives kinsman withstood this; now dyeth the woman, the Portion unpaid; *Bloomer* is sued for it in *Chancery*; and the opinion of the Court against him; the Bishop of *Canterbury* had certified against him; and because his counsell was not

take

ready that day, the Chancellor declared he muſt take the Archbiſhops Certificate, not as a Teſtimony, but as a judiciall proceeding; and therefore willed *Bloomer* to ſatisfie the Archbiſhop, or elſe he muſt decree againſt him. *Hill.* 1. *Jacobi.*

Witneſſes *ad informand. conſcientiam.*

Note that witneſſes *ad informand. conſcientiam*, ſhall never be appointed to be taken but upon hearing (*ubi Iudex dubitat*) but yet witneſſes examined after publication not fit to be publiſhed, may be fit to be *ad informandum conſcientiam*, if it ſhall be thought meet upon the hearing. *Hill.* 1. *l.*

Five pound coſts given in a demurrer, and the Councellor prohibited to deale any more in *Chancery*.

Daniel Hill having put in for his Clyent a long inſufficient demurrer to a Bill exhibited againſt his Clyent, in which ſuppoſed demurrer were many matters of fact, and other things frivolous and vaine, The Lord Chancellor *Egerton* awarded five pound coſts againſt the party. And ordered that neither Bill, Anſwer, Demurrer, nor any other Plea ſhould from henceforth be received under the hand of the ſaid *Hill*. 27. *April.* 1. *Iacobi.*

Fines of Coppyholds how ordered in *Chancery*.

In the caſe of Tenant right, between *Muſgrave* and ſome of his Tenants on the borders, The Lord Chancellor pronounced, that neither in Tenant right, nor in other Coppyholds would he make any order for all the Tenants in generality, but for ſpeciall men in ſpeciall caſes, nor for any longer time then the preſent, except it were by agreement between the Lord and the Tenants, which then he would decree if it appeared reaſonable. 8. *Iunii.* 1. *Jacobi.*

Leaſe paroll.

Item that he neither would help Leaſes paroll in *Chancery*; and that it was good for the Common-wealth, if no Leaſe paroll were allowed by the Law, nor promiſes to be proved by

Promiſes.

witneſſes

Witneſſes.

witneſſes conſidering the plenty of witneſſes now a dayes, which were *teſtes diabolices qui magis fame quam fama moventur.* 8. *Iunii* 1. *Jacobi.*

Proceeding on the Statute for charitable uſes.

Lands given *ad divina Celebranda* by Feoffement, till an Eſtate ſhould be made by the Feoffees of them, for founding a Chauntry, and this in the 20. of *H.6.* and held no ſuperſtitious uſe, nor by the Lord Chancellor, if it had been abſolutely given *ad divina Celebranda* and for ſaying of Obites, for moſt part of the Churches of *England* are ſo founded; if it be granted to a Prieſt; *contra*, if it be granted to a particular Prieſt *ad divina Celebranda* and ſaying Obites, &c. The Caſe was that thoſe Lands were after given to found a Chappell of Eaſe by the Feoffees; and then new come in upon the firſt grant, would have had it a concealement, and got a Pattent thereof, and Commiſſioners upon the Statute, 39. *Eliz.* took it from the Pattentee. And note that the Commiſſioners make the decree; the Lord Chancellor heareth the exceptions againſt the ſaid decree, and decreed the poſſeſſion according to the Commiſſioners decree, leaving the Pattentee to exhibite his Bill againſt the pariſhioners, and to ſhew what cauſe he could for reverſing thereof, 18. *Iunii* 1. *Iacob.*

Lands intended to be given to a Schoole after otherwiſe diſpoſed by will.

George Littleton of the Inner Temple, lent money upon bonds taken in other mens names and had not any in his own name; among the reſt he purchaſed five markes *per annum* in two other mens names, with this truſt, that he might injoy it during his life, and after it ſhould be to the erecting of a Schoole in the Towne where the ſaid *George* was born and buryed, as the Feoffees declared in their anſwer;

and

and in his life time after the purchaſe he repealed his intent of converting the ſame to the uſe of the Schoole to divers others, but by his will he gave certaine Acres of Land to I. C. and I. H. and then deviſed all the reſt of his lands to his Brothers Sonne, who ſues *Ceux que truſt* for converting unto him the five marke land, which Juſtice *Warberton* preſently decreed for him, ſaying his will was his Declaration. But in his words there was but a meaning onely expreſt (*me contradicente*) for if I. C. make a Feoffement to the Uſe over according to Articles annexed, he cannot alter the ſame by a later will. *contra*, if it be to the uſe of his Will. 19. *Iunii* 1. *Iacobi*.

Cutting Clerk of the Outlawries bought lands of *Bedwell*, whereof he was ſeized as Tenant by curteſie, promiſing the Heire ſhould aſſure at full age; and by morgage aſſured other lands for performance thereof. *Cutting* before full age dyeth without iſſue his Heire not known, for ſome claimeth as Heire on the Fathers ſide, ſome as Heire on the Mothers ſide, others as aſſignees, by deviſe; and another as Executor ſued a Statute for performance of Covenants; *Bedwell* being willing to aſſure, brought all into the *Chancery*, that he might incurre no prejudice till he ſhould know to whom he ſhould aſſure; and ordered that he ſhould aſſure to two of the ſix Clarks, they to reaſſure to the Heire when he ſhould be found. 10. *Octob.* 1 *Jacobi*. *Cutting's* caſe.

Nota that the Lord Chancellor *Egerton* in the Caſe of *Pigot*, that if a power be reſerved to make Leaſes by a Covenant without tranſmutation of poſſeſſion, the *Chancery* ſhall not help, becauſe the firſt is void in Law, if upon tranſmutation No help in *Chancery* touching power to make Leaſes.

tion of poſſeſſion, and the power be not preciſely followed, that doubtfull and rather moſt ſtrong againſt help; for then the Eſtate workes and the power gone; and upon Wills no help; *cauſa patet antea, fol.* 1. and difference inter will and teſtament, teſtament requires Executors, will of lands. 11. *Octob.* 1. *Iacobi.*

Decree againſt infants.

Young purchaſed lands in the name of one *Maſon* to the uſe of him and his Heires, dying without declaring any ſetled determination of this truſt or confidence; *Dethicke* a kinſman procures *Maſon* to convey the lands to him, and he conveyes it over to infants, *Mericke* a nearer kinſman ſues in *Chancery* as next Heire, if the benefit of the truſt appear to appertain to *Mericke*, notwithſtanding the conveyance to infants being decreed for them, they ſhall hold by the decree during the minority. And a proviſo for the infants to aſſure at full age, *per Cook* Attorney *veniendo de weſtm*; and there appearing no certain diſpoſing thereof, it was ordered that *Maſon* ſhould repay the money he had for making the conveyance to *Dethicke*, and *Merick* to have the lands ordered for him. 11. *Octob.* 1. *Iacobi.*

Amending of Anſwers.

Thoſe who are curious to have the defendants to amend their anſwers, ordered firſt by the Lord Chancellor to put in ſureties in Court, for proof of the contents of their Bills according to the Statute, 15. *H.* 6. or *Iuramentum Calumniæ* were better perchance. 13. *Novemb.* 1. *Jacobi.*

Miſdemeanor in Commiſſioners how to be reformed.

Commiſſion to examine witneſſes, went out to Sir *Alexander Brett* and others, who made certificate againſt Sir *Alexander* of partiall proceedings; *Philipps* Serjeant moved at the Rolls for

a

a Commiſſion to others to examine in whom the miſdemeanor was, in Sir *Alexander*, or in the certifyers, *& fiat negatum*, for ſuch collaterall certificates are not required of the Commiſſioners, but let them certifie the matters committed to their charge; and if there be miſdemeanor, let the party wronged thereby make affidavit thereof; and then take out his Attachment. 13. *Novemb.* 1. *Iacobi.*

A releaſe was offered to be depoſed, that it had been ſeene by ſome at the Barre, it being affirmed that by caſuall meanes it was loſt; but the Lord Chancellor ſaid the oath ſhould be that he ſaw it ſealed and delivered; and not that he ſaw it after it was a deed: For in *Munſon* the Juſtice his Caſe, a Deed was brought into the *Chancery* and a *Vidimus* upon it, being but a counterfeit copy; and after the fraud diſcovered, and the true Deed produced, therefore none allowance to be given of a Deed, without producing the Deed, or proving the execution thereof; and here appeareth what want we have of Notaries and their Deputies. 16. *Novemb.* 1. *Jacobi.* Deeds how to be proved

The Deane and Chapter of *Briſtoll* made ſundry Leaſes miſreciting the name of their Corporation, and an intricate Caſe of ſundry ſuch Leaſes made of one thing to divers men; wherein the Lord Chancellor ſaid, that it was fit to help ſuch Leaſes in *Chancery*, being for reaſonable time, and upon good conſideration; *contra*, of long Leaſes, without conſideration of fine or good rent; and that Judges might have done well at the firſt to have expounded the Law ſo, with averment that they were the ſame parties, and Leaſes of Corporations, where in their names are miſtaken by themſelves.

and ſo was the old law till now of late, eſpecially where the miſtaking roſe on their part, who had the keeping of the evidences, the which the Leaſes could not ſee, but muſt take a Leaſe by the Colledge Clark, in a writ where you may have a new, no harme to abate it for a miſnomer; and yet in that caſe ſometimes in old times an Averment of *Comer per lieu noſme & l' auter*, where they were ſued by others, and not named ſo by themſelves. 23. *Novemb.* 1. *Iacobi.*

Leaſſee to be holpen in *Chancery* againſt Pattentees.

Haule had a Dutchy Leaſe gotten upon untrue ſurmiſes; and the King beſtowed the land upon the Earl of *Devon*, for his ſervice done in *Ireland*. This Leaſe the Earl ſought to avoid by the law; *Haule* prayes to have the matter examined in *Chancery*, and to have the ſuit ſtayed by Injunction which was denyed, for that the Leaſe was granted by fraud, and the Fee ſimple to the Earl in poſſeſſion and not in reverſion *& nota*, that the Lord Chancellor ſaid, that where lands are granted in reverſion, if the Grantee will avoid the leaſe for a rent paid, but not at the day, in that caſe he will releeve, but not where the Leaſe is granted upon a falſe ſuggeſtion, for that were to relieve fraud in the *Chancery*, it was further objected, that this grant was made to the Earl upon conſideration of ſervice done; and the Lord *Chancellor* ſaid, that the ſervice done to the Realme was as valuable, as if the Earl had given 500 l. for the Land, but the Earl offered to give the Leaſſee 1000 l. recompence in honour. 23. *Jan.* 1. *Jacobi.*

Chancellor calling the Judges into the Exchequer Chamber upon remainders of a Leaſe.

In a Caſe moved by Mr. *Chamberlaine*, where the Lord Chancellor had referred the matter to be tryed at the common Law touching remainders

ders upon a Leaſe whether good in law or no, and the Judges had given Judgement upon the caſe in another point in the Kings Bench, ſo as the Lord Chancellor remained ſtill uncertaine of that point, called the Judges into the Exchequer Chamber. 1. *Iacobi.*

For as much as the plaintant hath ſerved proceſſe upon the defendant to appear in this court return 15. *Mich.* and exhibited no ſufficient Bill againſt him, and further for meere examination, ſued out a Writ of Attachment againſt the defendant, before the returne of the ſubpœna; it is ordered that the plaintant ſhall pay unto the defendant 10 s. coſts; and alſo that *Hugh Tildeſley*, who made the proceſſe againſt the defendant without a ſufficient Bill, ſhall pay unto the defendant other 10 s. for his coſts; *William Garneſton* plaintant, *Thomas Bradwell* defendant. *Anno* 5. *Hen.* 6. *Philip* and *Mary* fol. 11.

Coſts againſt the defendant, and Clerk that made proceſſe before a Bill in Court.

For as much as a Commiſſion to examine witneſſes in *perpetuam rei memoriam*, iſſued out of this Court, and the witneſſes examined by vertue thereof, have remained in court by the ſpace of a year; It is ordered that publication ſhall be granted *Richard Gravenor*, and *Iohn Gravenor* plaintants, *Bryan Brearton* defendant. *An.* 5. and 6. *Phil.* and *M.* fol. 12.

Publication of witneſſes in *perpetuam rei memoriam* a yeare paſt.

Epiſcopu Ciceſtrenſ. publication of witneſſes in *perpetuam rei memoriam.* *An.* 5. and 6. *Phil.* and *Mar.* fol. 30. *Conſil.*

willington plaintant, *Agar* defendant, publication of witneſſes remaining ſince 33. H. 8. fol. 42. *Anno* 5, and 6. *Phil.* and *Mary.* *Conſil.*

An Injunction is granted againſt the defendants to deliver to the plaintant certaine Plate contained in their Petition, or elſe to appeare and ſhew cauſe in *cur. anim. prox.* *Anno* 5. and 6. *P.* and *M.* fol. 13. *David Geoffry*, and *John Geoffry* plaintants, and *Thomas Davis* defendant.

The manner of entring decrees in times paſt.

A decree is made for the plaintant, as by the Record thereof ſigned with the Lord Chancellors hand plainly appeareth; and the ſaid Record is delivered to *John Milliſent* Attorney for the plaintant to be inrolled, the Deane and Chapter of *Lincolne* plaintant, *Bevore* and *Alice* defendants. *Anno* 5. and 6. *Phil.* and *Mary* fol. 15.

Diſmiſſions and the manner of entri g them.

Glanffell plaintant, *Strickley* defendant, a decree is made for the defendant for diſmiſſion of the cauſe, as by the Record thereof ſigned with the Lord Chancellors hand; and the ſame put to the inrolment. *Anno* 5. and 6. *Phil.* and *Mary* fol. 22.

Oath made for ſerving a Subpœna before witneſſes examined in perpetuall memory.

Conſilio.

James Iervis hath made oath for the delivery of a ſubpœna to the defendant, whereby he hath knowledge that witneſſes are to be examined in perpetuall memory; ſo that he may if he will examine the ſame witneſſes in this court; therefore the examinors in this court may proceed to the examination of the ſaid witneſſes accordingly; *Hatcham* plaintiffe, *Winchcombe* defendant. 5. and 6. *P.* and *M.* fol. 19.

Commiſſion to examine in perpetuall memory.

Porter plaintant, *Baker* defendant, the examinor may proceed to examination of witneſſes in perpetuall memory; if the plaintant have ſerved a Subpœna upon the defendant, to give him notice

tice to examine likewiſe. *An.* 5. and 6. *P.* and *M.* fol. 32.

Foraſmuch as the plaint. hath taken oath in this court, that there are ſundry witneſſes contained in a Schedule exhibited in this court, which he deſireth to have examined in perpetuall memory, ſo impotent and ſick, that they are not able to travell up to be examined in court, without danger of their lives; therefore a Commiſſion is awarded to Sir *Humfrey Bradburne* Knight, to examine the ſame witneſſes in perpetuall memory, *Bigſhawe* plaintant, defendant. *An* 5. and 6. *P.* and *M.* fol. 22.

Robins plaintant, *Foſter* defendant, a Commiſſion is granted to examine witneſſes in the Countrey, being impotent, in perpetuall memory. *Anno* 5. and 6. P. and *M.* fol. 26. *Conſilia.*

The plaintant is adjudged to pay to the defendant coſts three pound, for that he was ſerved to appear before the Lord Mayor of *London* to teſtifie in a matter depending before the ſaid Lord Mayor, between the plaintant, and one *John Greſham*, and others without any precept directed from the Lord Mayor, unto the ſaid defendant to appeare; *Kowe* and *Alice* plaintants, *Thomas Guybone* defendant. *Anno* 5. and 6. *P.* and *M.* fol. 24. Coſts for a witneſſe ſerved to teſtifie before the Major of *London.*

John Manlye hath taken oath, the depoſition of witneſſes examined on the behalfe of the plaintant, and remaining in this Court, are to be given in evidence at a Court Baron holden at *Potton* in the County of *Bedford* on *Monday* next; therefore publication is granted, *William Manlye* Clerke plaintant, *Thomas Simcote* defendant. *Anno* 5. and 6. *Phil.* and *Mary.* fol. 24. Publication of witneſſes to be uſed at a Court Baron.

Injunction to ſtay proceedings in Judgement, or execution.

An injunction is awarded againſt the defendant, to ſtay his proceedings in the Sheriffes Court of *London*, or elſewhere upon debt of 100 l. not to proceed to triall, judgement, or to execution, if judgement be given. *John Ayland* plaintiffe, *Francis Bacon* defendant. *Anno* 5. and 6. P. and *M.* fol. 29.

Fem. ſole takes out a Subpœna, and then marryeth, and ſerveth it, ſhe and her husband pay coſts.

Foraſmuch as the plaintant ſerved proceſſe upon the defendant, by the name of *Magaret Haſtings*, and at that inſtant was marryed to *William Brown*; and alſo for want of a Bill, therefore the ſaid *William Brown*, and *Margaret* are adjudged to pay to the defendant 20 s. coſts, *Margaret Haſtings* plaintant, *Nicholas Iugges* defendant. *Anno* 5. and 6. *P.* and *M.* fol. 30.

Commiſſion to take the defendants anſwer upon a *languidus* returned.

Foraſmuch as the Sheriffe of *Denbigh* hath returned a *Languidus* in priſon, therefore a Commiſſion is awarded to *Richard Griffeths* and others, to take the anſwer of the defendant, *Iohn ap Thomas* plaintant, *Engharard Hoell* widow defendant. *An.* 5. and 6. *P.* and M. fol. 33.

Injunction to put the defendant in ſuch poſſeſſion as he had at the time of the Bill exhibited.

Foraſmuch as the defendant was in poſſeſſion of the lands at the time of the Bill exhibited; and the plaintant hath ſithence entered, therefore an injunction is granted to the defendant againſt the plaintiffe, to avoid the poſſeſſion. *William Hawkes*, and *Jennit* his wife plaintants, *Iohn Champion* and others defendants. *An.* 5. and 6. *P.* and *M.* fol. 35.

Juriſdiction of *Wales* rejected.

It is ordered the plaintant ſhall between this and *Friday* next, bring into this Court a certificate from the officers of the Queens houſe, or otherwiſe; whereby this Court may credibly underſtand, that his attendance in Court is neceſ-

ſary;

sary and that he cannot conveniently be absent, or if he cannot so doe, then the matter is remitted to the determination of the Commissioners in the marches of *Wales*. *Phillip* Mannering plaintant, *Henry Smallwood*, and *Alice* defendants. *Anno* 1. *Eliz*. fol. 51.

Mannering plaintant, *Smallwood* and *Alice* defendants for want of a certificate, that the plaintants attendance in Court is necessary, the cause is dismissed into the marches of *Wales*. *Anno* 1. *Eliz*. fol. 62. *Consil.*

The plaintants husband was bound in a Statute of 160 l. to pay 160 l. and after by Indenture the defendant did grant unto the plaintants husband, that if he failed in the payment of the said 160 l. the same should be levyed of certaine lands then the said plaintants husbands lands called *Stirbeck*, and some other lands specially named lying in *Hawthorne* in the County of *Lincolne*; the husband dyed, and the defendant sued execution as well of other lands in the occupation of the plaintants late husband, as of the said lands mentioned in the Indenture. And Sir *Nicholas Bacon*, Lord Keeper of the great Seale of *England*, granted an injunction against the defendant immediately to remove from the possession of all the other lands, except of those onely contained in the Indenture; and that he should quietly suffer the plaintant to enjoy the same, *Margaret Pulvertoft* widdow plaintant, and *Gilbert Pulvertoft* defendant. *Anno* 1. *Eliz*. fol. 51. Injunction to stay suite of execution of land which he agreed not to doe.

An Injunction was granted to the plaintant, upon the surmises of his Bill, with this clause (*si ita sit*) that the plaintant be in possession by good Injunction with a clause (*si ita sit*)

conveyance in Law as he alleadgeth, *Nota* it was then uſuall to grant Injunctions upon ſurmiſes with a proviſo (*ſi ita ſit*) *Fodringham Chriſtopherus* plaintant, *Richard Chomeley* defendant. *Anno* 1. *Eliz.* fol. 67.

A gardian admitted to the defendant infant.

Foraſmuch as the defendant is under age, and by inſpection not above the age of fifteen yeers; therefore *George Wyat* is by this Court named, and appointed Gardian to the defendant, *Hugh Langley* plaintant, and *Philip Mark* defendant. *Anno* 1. *Eliz.* fol. 73.

A Commiſſion to put the plaintant in poſſeſſion, Injunction being diſſolved or diſobeyed.

A Commiſſion is awarded to the Sheriffe of *Nottingham*, and *Derby*, to put the plaintant in poſſeſſion of certain lands, for which he formerly had an Injunction againſt the defendants, which they have diſobeyed, *William Boles* plaintant, *Richard Walley* and *Alice* defendants. *Anno* 1. *Eliz.* fol. 84.

The defendant enjoyned in open Court not to proceed in his action.

The defendant is enjoyned in open court upon paine of 200 l. not to proceed any further in an action, upon the caſe by him commenced in the Kings Bench againſt the plaintant, nor that he procure the Jury to be ſworne in the iſſue, but onely to record their appearance untill to morrow, at which time further Order ſhall be taken by the Court, *George Riche* plaintant, *Edmond Foard* defendant. *Anno* 1. *Eliz.* fol. 88.

Attachment againſt the defendant, and a ſubpœna againſt one ſuppoſed to beat the ſerver.

Upon information the defendant diſobeyed a writ of ſubpœna brought to be ſerved againſt her; and that they which ſhould have ſerved the ſaid writ, were beaten and wounded, therefore an Attachment was granted againſt the defendant; and a ſubpœna againſt *Edmond Pirton* returned immediate, *William Rove*, and *Roſe* his wife plaintants, *Agnes weſt* widdow defendant. *Anno* 1. *Eliz.* fol. 90. and 97.

Where

Where the ſaid *Edward Pyke* hath of long time been, aud yet is in execution upon a Statute, at the ſuite of the late King *Edward* the 6. Foraſmuch as upon the examination of the matter befo e the Lord Keeper of the Great Seale of *England* in open Court, it manifeſtly appeareth that there was not juſt cauſe, why the ſaid *Pyke* ſhould remaine in execution, as *Gilbert Gerrard*, and *Roſewell* Eſquire, the Queenes Majeſties Attorney, and Solliciter Generall being preſent did confeſſe and agree; It is therefore now ordered, that a Writ of ſuperſedeas be directed to the Warden of the Fleet, in whoſe cuſtody the ſaid *Pyke* now is, commanding him by the ſame forthwith upon the receipt thereof, to deliver out of priſon the body of the ſaid plaintant, provided alwayes before his deliverance he be bound to her Majeſty by Recognizance in 100 l. not onely to make his further appearance to anſwer her Highneſſe any thing hereafter ſhall happen to be laid to his charge concerning the ſaid execution; but alſo to ſtand to, and obey all ſuch order and determination as the ſaid Lord Keeper of the Great Seale and this court ſhall hereafter take in the matter in variance between him and the ſaid *Graunt*, *Edward Pyke* plaintant, *Robert Graunt* defendant. *Anno* 1. *Eliz.* fol. 166.

The plaintant was in execution at the ſuite of the King, and being no juſt cauſe therefore, he was delivered by ſuperſedeas.

Pakine the Husband onely appeared, and put in a demurrer in both their names without oath of impotency, or otherwiſe for non appearance of *Joan* his wife; whereupon an Attachment is awarded againſt the defendants, *Thomas Spicer* and *Katherine* his wife plaintants, *John Pakine* and *Ioane* his wife defendants. *An.* 1. *Eliz.* fol 170.

The Huſband and wife defendants, he onely appears and demurs, Attachment againſt both.

A demurrer put in, and the defendant appeared not in person, a Subpœna to make direct answer.

Thomas Hodge plaintant, *william Smith* defendant; the defendant demurred by his Counsell not appearing in person, therefore a Subpœna was awarded against him to make a direct answer. *An.* 1. *Eliz. fol.* 230.

Attorney at Law enjoyned not to proceed or call for Judgement.

John Iackson Attorney for the defendant at the common Law is in open Court enjoyned, that neither he, nor any other by his means do further proceed in an action of tresp. commenced against the plaint. and depending at the cõmon law, nor call for Judgement, untill further order shall be therein taken by the Lord Keeper of the great Seale of *England*, and high Court of *Chancery*, *Iohn Sedgewick* and *Alice* plaintants, *Will. Redman* defendant. *An.* 1. *Eliz. fol.* 212.

An Injunction granted for not appearing, and to stay proceedings at the common Law.

The plaintant served the defendant with a Subpœna to appear in *Chancery*, whereof he made oath, and becaus̃e the defendant did not appear, and Injunction was awarded against the defendant, his Councellors and Attorneyes, upon paine of 200 l. not to proceed in Judgement in an action of debt of 40 l. in the common Pleas against the defendant. *An.* 1. *Eliz. fol* 213. *Thomas Knot* plaintant, *Thomas Iackson* defendant.

A Commission to examine witnesses upon oath of impotency.

David Eyre was served with a Subpœna *ad testificandum* for the plaintant in a cause depending in this Court, and *Thomas Eyre* made oath, that the said *David Eyre* was, at the serving of the said Subpœna upon him, and yet is, so sick, that he is not able to travell hither to testifie; therefore a Commission is granted to such Commissioners as the plaintant will nominate to examine him, Iohn *Wade* plaintant, *Gwye* and *Alice* defendant. *An.* 1. *Eliz. fol.* 240.

An

An Attachment was awarded againſt the defendant for his not appearance upon oath, he was ſerved with a Subpœna, who now appeared *gratis*, and would have excuſed himſelfe, that he had no notice of the Subpœna, but he that ſerved the Subpœna, depoſed he did hang the ſame upon the defendants doore, and within halfe an houre after, ſaw him abroad with a writ in his hand, which he ſuppoſed to be the Subpœna; therefore he is committed to the Priſon of the *Fleet*, *Bernard Richers* plaintant, *Tho. Stilman* defendant. *An.* 1. *Eliz. fo.* 249.

A defendant appearing gratis, an Attachment being out was committed.

The defendant was ſerved with a Subpœna the day of the return; and for his not appearance an Attachment was awarded againſt him, and upon oath, that he was ſerved ſixſcore miles of, ſo as hee could by no poſſibility appeare, therefore a Commiſſion is awarded to take their Anſwers in the Countrey, paying the plaintant 6 s. 8 p, for his coſts; *Henry George* plaintant, *Henry Bolington*, and *Ioane Deane* defendants, fol. 255.

The defendant ſerved with a Subpœna the day of the returne.

An Injunction is granted to diſcharge an execution by *Elegit* taken by the defendant out of this Court, for that he being ſerved with a Subpœna did not appear, *William Hobby* plaintant, *Francis Kemp* defendant. *Anno* 1. *Eliz.* 274.

An Injunction to diſcharge an execution for that the defendant being ſerved did not appear.

The plaintant ſerved one *Rolfe* with a Subpœna *ad teſtificandum*, and after he was ſerved before he could be examined, *Rolfe* was preſſed for a Souldier; upon oath made hereof Attachment was ſtayed, *Richard Humble* and *Anne* his wife plaintants, *William Malbe* defendant. *Anno Eliz. fol.* 3.

A witneſſe ſerved to teſtifie, preſſed for a Souldier, Attachment is ſtayed.

The

Injunction (*si ita sit*) to stay Judgement and Execution.

The plaintant sets forth by his Bill that where there was a suit depending in the Dutchie court, between the defendant and *Christopher Aschugh* his brother for certaine Lands; It was agreed, and the plaintant was bound to the defendat in 100 l. that the said *Christopher* should become bound by Obligation in the sum of 100 l. the tenth day of *June* following; and should then also make unto him a release; and the defendant was also bound by Obligation in 50 l. to pay the said *Christopher* a sum of money the 9. of *June* in the Parish Church of *Dale*. And because both the dayes of performance of the conditions of the said severall Obligations were so neer together, therefore it was agreed, that when the defendant paid his money, the said *Christopher* should make his Bond and release; and sheweth that the 9. day of *Iune*, the defendant came not himselfe, but sent his servant to pay the money; and *Christopher* was there ready to make the bond & release to the defendant, and offered to deliver the same to the defendants servants, but they refused to accept thereof; and afterward the said *Christopher* offered the same to the defendant, but he likewise refused to receive the same; and yet puts the plaintants bond of 100 l. in suite in the Kings Bench; hereupon an Injunction is granted with a clause (*si ita sit*) to stay all further prosecution of any action, in any the Queenes Courts at the common law, or else where, upon the bond of 100 l. against the plaintant; and also the taking of any *Nisi prius*, or Judgement, or execution upon Judgement, if Judgement be already given upon the same Bond, untill the defendant have made a perfect

Injunction to stay proceedings before action brought.

Answer,

Anſwer, and the Court take other order, *Aſchughe* plaintant, *Skelton* defendant. *Anno* 2. *Eliz.* fol. 9. and 12.

A Commiſſion is awarded to *Thomas Ward*, one of the examinors of this court of *Chancery*, for the examining of witneſſes in perpetuall memory, in which Commiſſion the defendants may examine if they thinke good, *Barentine* plaintant, *Harbert* and *Alice* defendants. *Anno* 2. *Eliz.* fol. 46.

A Commiſſion to the examinor of the Court to examine witneſſes.

The defendant was bound by Recognizance to the Chamberlaine of *London* for payment of divers ſums of money for Orphans portions; and departed out of the City, and dwelt in *Oxfordſhire*, leaving no Eſtate behinde him in the City, ſo as the proceſſe of the City cannot take hold; therefore a ſubpœna is granted againſt him upon pain of 100 l. to appeare before the Major, and Aldermen, and to ſtand to their Order: Major and Aldermen of *London* plaintants, *Iohn Dormer* defendant. *Anno* 2. *Eliz.* fol. 5. Afterwards fol. 67. ordered, if he doe not appeare, an Attachment is granted.

A Subpœna to appeare before the Major and Aldermen of *London* for an Orphans Portion.

Sr *Humphrey Brown* Knight one of the Judges of the common Pleas is plaintant againſt the defendant; and an order is made for bringing in and delivery into the court of certaine evidences, Sir *Humphrey Browne* Knight plaintant, *Thomas Smith* defendant. *Anno* 2. *Eliz.* fol. 53.

An Order for bringing Evidences into Court.

Nota that diſmiſſions were entred at large, *Anno* 2. *Eliz.* fol. 55. and fol. 56. A decree was entred at large in the Regiſters Booke; which be the firſt I finde entred at large in that kind, and ſo after divers others.

Decrees and diſmiſſions entred at large.

The defendant appeared upon a Subpœna, and

A Writ of priviledge granted to a ſuter.

and anſwered the plaintants Bill; and after attended upon the Lord Keeper, for a matter in controverſie between him and one *Ellin Wyne*, and in the meane time being arreſted in *London*, at the ſuite of one *Anthony Briſket*, contrary to the order and priviledge of this court; it is therefore ordered, that a Subpœna of priviledge be granted to the Major and Sheriffes of *London* for the diſcharge of the ſaid arreſt, *Rich. Dutton* plaint. *Will. Alerſey* defend. *An.* 2. *Eliz.* f. 58.

The Sheriffe amerſed 5 l. for returne *non eſt inventus*, upon an Attachment having binin preſence of the party.

Foraſmuch as *Thomas Harbert* Sheriffe of *Monmouthſhire*, hath returned *non eſt inventus* upon an Attachment awarded againſt *Roger Williams* who is a Juſtice of Peace, and as is informed, was at the laſt quarter Seſſions holden for the ſame County; therefore the Sheriffe is amercyed five pound, Sir *Thomas Stradling* Knight plaintant, *William Earl* of *Pembrooke* defendant. *An.* 2. *Eliz.* fol. 84.

The Attorney ordered to ſtay proceedings, the defendant proceedeth; Injunction to bring in the money levyed, and to anſwer the contempt.

The Defendants Attorney at Law, was enjoyned to ſtay his proceedings at Law againſt the plaintant in an action of treſpaſſe. And notwithſtanding this, the defendant himſelfe proceeded and got Judgement, and took out a *levari facias* againſt the plaintant, and an Injunction was granted againſt the defendant himſelfe, to ſtay the execution of the ſame Writ of *levari facias*, or if he had executed it, and levyed the dammage and coſts, that then he ſhould bring all the money thereupon received into the Court of *Chancery in Craſtina Aſcenſionis Domini*, to be diſpoſed of as the Court ſhall think fit, and yet notwithſtanding himſelfe ſhould be then preſent in Court to anſwer the contempt, *Iohn Segewick* plaintant, *William Redman* defend. *An.* 2. *Eliz.* fol. 92.

The

The Defendant was in poſſeſſion at the time of the Bill exhibited and the plaintant entred upon him after the Bill, therefore an Injunction for the defendant againſt the plaintant, *William Dowche* plaintant, *John Perrot.* defendant. *An.* 2. *Eliz.* fol. 99.

Injunction for the defendants poſſeſſion.

An Injunction was granted againſt the defend. upon paine of 100 l. that he ſhould not proſecute an Action of debt of 5 l. or any writ of *Niſi prius*, Jury, Judgement, or execution of Judgement, if Judgement be given before the Juſtices of either Bench, untill ſpeciall licence be given by this Court, *Thomas Stanebridge* plaintant, *Thomas Hales* defendant. *An.* 1. *Eliz.* fol. 103.

Injunction to ſtay all proceedings at common Law.

Foraſmuch as it is informed the tryall of the truth of the matter reſteth altogether in the Declaration of the defendant; it is therefore ordered that the defendant ſhall be examined upon interrogatories to be miniſtred by the plaintant, upon whoſe examination if the matter fall not out for the plaintant, then the plaintaint to pay the defendant coſts, and the cauſe to be diſmiſſed, *Iohn Fyfield* plaintant, *John Vinore* and *Alice* defendants. *An.* 2. *Eliz.* fol. 122.

The defen. examined upon Interrogatories, and if the matter appeare not for the plaintant, then he to pay coſts, and the cauſe diſmiſſed.

The plaintant at the day appointed for hearing appeared not, therefore the defendant is diſmiſſed with coſts, *Richard Fincham* plaintant, *William Backwood* defendant. *An.* 2. *Eliz.* f. 125.

Defendant diſmiſſed with coſts, the plaintant not appearing at the hearing.

The defendant notwithſtanding an Injunction delivered unto him, got a Judgement upon an action of debt in the common Pleas; and decreed upon the hearing of the cauſe that the defendant ſhall within 14. dayes next after the decree reſort to the Record in the common Pleas, whereupon the ſaid judgement is entered

Decreed that the defendant ſhall acknowledge ſatisfaction of a Judgement.

entered, and there to confeſſe of record a full ſatisfaction of the ſaid Judgement. *Nota* the action of debt in the common Pleas was for not delivering to the defendant a Statute, which by the depoſitions of witneſſes, appeared to be delivered, and by the Clarke of the Staples certificate, the record was diſcharged, *Nicholas Colverwell* plaintant, *Ralph Bongey* defendant. *Anno* 2. *Eliz.* fol. 126.

A decree for a fould-courſe or common of paſture,

It is decreed the plaintant his heires and aſſignes, and his or their Farmors of the ſaid Farme or Tenement called *Stubles*, ſhall from henceforth hold and enjoy as appendant to the ſame Farme or Tenement called *Stubles*, all the ſame Fould courſe, or common of paſture, for the full number of 300 ſheep within the ſaid fields of *Wentforth* alias *Wentford*, *Baſill Fielding* and *Alice* plaintants, *Thomas Wren* defendant. *Anno* 2. *Eliz.* fol. 137. and 155.

Two defendants contend for a Tenement the Tenant paying his Rent into the Chancery is diſcharged.

The plaintant exhibited his Bill thereby ſhewing that there is queſtion and controverſie between two defendants, for the reverſion of the Mannor of *Aldwell*, which he holdeth for yeares by Leaſe, made thereof to him by one *Anthony Marmyon*, and that he doth not know to which of them the rent and reverſion is due, and therefore deſireth, that upon payment of his rent into this court according to the Covenants and articles of his leaſe he may be diſcharged, & ſaved harmeleſſe from moleſtation, ſuite, and trouble for the ſame rents by the defendants or either of them; wherefore it is ordered an Injunction be awarded againſt the defendants, not to moleſt the plaintant for his ſaid rent during the ſaid contention, ſo as the plaintant pay his rent into this

this Court, *John Alnete* plaintant, *Chriſtopher Bettam*, and *Edmond Marmyon* defendants. *Anno* 2. *Eliz.* fol. 141.

Upon hearing of the matter, three witneſſes examined by Commiſſion did in open court depoſe, that the commiſſioners have ſet downe their depoſitions otherwiſe then they did depoſe; therefore it is ordered thoſe depoſitions ſhall be void, and the ſame witneſſes ſhall be examined again, *Iohn Peacock* plaintant, *Edward Collens* defendant. *Anno* 2. *Eliz.* fol. 146.

Setting down depoſitions in a wrong ſence ſuppreſſed, and the witneſſes examined againe.

For that the Court was credibly informed, the plaintant was in peaceable poſſeſſion at the time of the Bill exhibited, and three yeares before, an Injunction is awarded, *John Sapcote* plaintant, *William Newport* defendant. *Anno* 2. *Eliz.* fol. 173.

Iujunction for the plaintants poſſeſſion as at the time of the Bill, and three yeates before.

The ſuite was concerning the cuſtome of Tenant right for Lands in *Dent* in the County of *Yorke*; and for that both parties confeſſed, that Juſtice *Dalliſon*, and Serjeant *Raſtall* Juſtices of Aſſizes in that County had made an award in the cauſe between the parties, therefore it was decreed that both parties ſhould performe it; and an Injunction is granted to either party againſt the other for that purpoſe; and where an Injunction was the laſt Terme granted againſt the defendant, for ſtay of execution upon a Judgement in the common Pleas; it is ordered the ſaid Injunction ſhall ſtand in force, and the defendant ſhall obey the ſame, and the defendant ſhall anſwer the plaintants Bill, *William Burtet*, and *Alice* plaintants, *William Redman* defendant. *An.* 2. *Eliz.* fol 174.

An Award made by Juſtices of Aſſize ordered to be performed.

Injunction to ſtay ſuits It the plaintant bring 223 l. into court; execution to ſtay for the reſt.

It is ordered the Injunction formerly granted againſt

the defendant, for ſtay of his action in the Kings Bench be diſſolved, and the defendant to be at liberty, to take Judgement upon his action of debt of 500 l. Provided if the plaintant doe bring into court on *Munday* next, 223 l. then execution for the reſt is to be ſuſpended untill this Court take other order; *Thomas Stanebridge* plaintant, *Thomas Hales* defendant. *An.* 2. *Eliz.* fol. 176.

Witneſſes examined by commiſſion before anſwer, in regard they were old.

The plaintant exhibited his bill in this Court, and before the defendant anſwered, had a Commiſſion to examine his witneſſes, upon pretence the witneſſes were old and in danger to dye; Sir *Radnus Bagnold*, *Miles* plaintant, *Greene* defendant. *An.* 2. *Eliz.* fol. 178.

The plaintant after Bill, anſwer, and replication diſtraineth for which an Injunction is granted.

The defendant firſt exhibited her Bill in this Court for land conveyed to her in joynture, and evidences of the ſame land, and after did moleſt the ſame plaintant by diſtreſſes, after anſwer and replication put into this Court, therefore an Injunction is granted; *Richard Kidnere* plaintant, *Agnes Harriſon* defendant. *An.* 2. *Eliz.* fol. 173.

Certiorare to remove the ſuite from the *Chancery* of *Durham* into this Court.

The plaintant ſetteth forth, that his Father and he are joyntly ſeized for life of the Lordſhip of *Barrington* in the County *Palatine* of *Durham*; and that the defendant ſues his Father for thoſe lands before the Chancellor of *Durham*, and for that it was informed that the plaintant dwelleth in *Ratcliffe*, in the County of *Middleſex*; and that the plaintants Father is an old diſeaſed man, and not able to follow his ſuite; therefore a *Certiorare* is granted, directed to the Chancellor of *Durham*, to certifie into this Court the whole matter depending before him, *William Hilton* and *Alice* plaintants, *Robert Lawſon*, and *William*

william Lawſon defendants. *Anno* 2. *Eliz.* fol. 200 l.

Injunction to ſtay judgement upon certificate of the Juſtices of Aſſizes.

The plaintant being ſonne and heire to his Father, who dyed *inteſtate*, entred into the houſe whereof his Father dyed ſeized in Fee, and poſſeſſed himſelfe of certain ſmall parcels of goods, to the value of 5 s. of his Fathers goods who dyed *inteſtate*; and the defendant having an Obligation of 400 l. made by the Father unto him for performing the covenants of an Indenture, ſued the ſon as Executor to his Father (who dyed *inteſtate*) and upon the teſtimony of ſome witneſſes, that the plaintant had ſold or given away the ſaid ſmall parcels of goods, a verdict paſſed for the defendant for the whole 400 l. which appeared by Certificate of the Juſtices of Aſſizes; and thereupon an Injunction was granted to ſtay Judgement, and all other actions to be commenced by the defendant againſt the plaintant upon the ſame Obligation, untill the matter be heard, or otherwiſe determined by the Court; *Edward North* plaintant, *George Kelewich* defendant. *Anno* 2. *Eliz.* fol. 237.

Injunction diſſolved if cauſe be not ſhewed.

It is ordered, if the defendant ſhew not cauſe on *Friday* next, then the Injunction before granted for the defendant againſt the plaintant, to ſtay his Execution in the Kings Bench, ſhall be diſſolved, or elſe the money for which the plaintant lyeth in Execution at the defendants ſuite ſhall remaine in his hands, in part of payment of ſuch money as is due unto him by the defendant; and afterwards upon *Fryday* becauſe the Lord Keeper did not ſit in Court to hear ſuch cauſe as was offered, further day was given, and afterwards the plaintant was left at liberty to

call for Execution upon the Judgement, becauſe the defendant ſhewed no cauſe, *Thomas Hales* plaintant, *Thomas Stanebridge* defendant. *Anno* 2. *Eliz.* fol. 244.

Injunction to ſtay the defendants ſuit at Law, becauſe he began in Chancery.

The defendant exhibited his Bill into the *Chancery*, for certaine Lands, and afterwards ſued the plaintant in the Common Pleas for the ſame Lands, before the matter was determined in the *Chancery*; therefore an Injunction was awarded againſt the ſaid Body, to ſtay his proceedings in the common Pleas; *Robert Bill*, and *Thomas Gifford* plaintants, *John Body* defendant. *Anno* 2. *Eliz.* fol. 263.

The plaintant being in execution upon a Statute, was delivered upon Recognizance.

The underſheriffe of *Middleſex* brought into this Court the body of the plaintant by commandment of the Lord Keeper, in execution upon a Writ of extent of 300 l. together with the ſaid Writ, at the ſuite of Sir *Edmund Maliverer* Knight; and by order of Court he was taken from the Sheriffe of *Middleſex*, and delivered in execution to the warden of the *Fleet* for the 300 l. and becauſe the defendants ſhewed no good cauſe to the contrary upon a day given them; therefore it was ordered that upon Recognizance by the plaintant and good ſureties, to ſtand to the order of the Court, or elſe to yeeld his body priſoner to the *Fleet* in execution, and there to remaine untill the defendant be ſatisfied; he the plaintant ſhall have liberty to goe at large; and that the defendant ſhall not ſue for any manner of Execution, by force of the ſaid execution; *Robert Roſſe* plaintant, *Chriſtopher Laſſels*, and *Alice* defendants. *Anno* 3. *Eliz.* fol. 90.

The plaintant had Judgement in the Kings Bench

Bench againſt the defendant upon a Bond of 200 l. and another Judgement for 300 l upon an action of debt of arrerages of account in the Kings Bench; and ordered they may proceed with execution upon the Bond of 200 l. and alſo to take execution of 100 l. parcell of the 300 l. provided alwayes, and it is ordered the plaintant ſhall not in any wiſe proceed, nor take execution of the 200 l. reſidue of the 300 l recovered upon the accompt, without ſpeciall licenſe of the Court, *Iohn Brooke*, and *Katherine* his wife plaintants, *Thomas Apprice* defendant. *Anno* 3. *Eliz.* fol. 233.

The plaintant had execution for 300 l. and ordered to take execution for 100 l. only.

The plaintant ſheweth by his Bill, that the perſonage of *Thekelye* was holden by force, whereby the plaintant could not be inducted, whereupon a Writ of *de vilaica removenda* was awarded out of this Court, and thereby the plaintant put in poſſeſſion by the Sheriffe: nevertheleſſe the defendant keepeth the poſſeſſion of the ſaid houſe appertaining to the perſonage; and for that the plaintant is bound to pay his firſt fruits to the Queenes Majeſty, therefore an Injunction is granted againſt him; *Thomas Boult* Clerk plaintant, Sir *George Blunt*, *Miles* and *Alice* defendants. *An.* 3. *Eliz.* fol. 262.

A de vilaica removenda, for part of a perſonage and an Injunction for the houſe.

The plaintant made Title to the lands by a Leaſe paroll made by the defendant unto him, whereupon he did ſow the ground with Corne, and the defendant entred upon him; therefore the plaintant had an Injunction for the Corne; *Thomas Harriſon* plaintant, *Richard Chomeley*, *Miles* and *Alice* defendants. *An.* 3. *Eliz.* for three hundred pound.

Injunction for the corn ſowed upon a leaſe paroll.

It is decreed, the defendant and his Heires ſhall

Decree for 3 s. 4 d. rent ſervice and ſuite of Court.

ſhall from time to time yearly pay to the plaintant and his heires Lords of the Mannor of *Kneiworth*, the rent of 3 s. 4 d. for the peece of ground called the *Hawte*, together with the arrerages thereof ſince the 6. of *Ed.* the 6: And ſhall from henceforth doe ſuite and ſervice to the Court of the plaintant and his Heirs, owners of the ſaid Mannor; and the plaintant and his Heires ſhall have and receive the fines and amercyaments preſentable in the Court of the Mannor for any treſpaſſe, or lack of ſervice done by the Tenants of the ſaid *Hawte*; *Richard Litton* plaintant, *John Couper* defendant. *An.* 6. *Eliz.* fol. 145.

The plaintant married before anſwer, and no advantage taken, therefore no Bill of revivor.

It is Ordered a Subpœna be awarded againſt the defendant to be examined upon interrogatories, whether before his Anſwer he had knowledge that the plaintant was marryed, and would take no advantage of the ſame marriage in his Anſwer, then the matter to proceed without Bill of revivor; *Chriſtian Faireſield* plaintant, *Robert Greenfield* defendant. *An.* 6. *Eliz.* fol. 150.

Advowſon paſſeth not by livery, within view of the Church without deed, there being incumbent.

The queſtion of the caſe drawn was, whether the advowſon in queſtion did paſſe by the livery made in the view of the Church without deed or not (the Church being full of an incumbent) and reſolved by the Lord chiefe Juſtice of the Kings Bench, and Juſtice *Manwood*, to whom the ſame was referred, that the Advowſon could not paſſe by that livery; *Pannell* plaintant, *Hodgſon* alias *Hodſon* defendant. *Anno* 18. and 19. *Eliz.*

A Subpœna *Duces tecum* was awarded againſt the defendant to bring in certaine deeds, and to ſhew cauſe why the ſame ſhould not be delivered

red to the plaintant; the defendant by his counsell, shewed that the Morgage was upon condition for payment of 40 l. at a day; and before the day, the Morgager sold the same over to the plaintant, and delivered the Estate by livery and seizin, whereby the condition was extinct; and yet the defendant offered to give for the same 100 l. It is ordered that the evidences be delivered to the Usher of the Court, but not to the plaintant, without speciall order; *Wilford* plaintant, *Denny* defendant. *Anno* 18. and 19. *Eliz.*

A ducem tecum to bring in deeds, but ordered to be delivered to the usher of the Court not to the plaintant.

The plaintant exhibited his Bill to be releived for a promise, supposed to be made by the Lady *Lutterell* for a Lease of certaine lands; and for stopping certaine wayes; the defendant had a Commission to take her answer, and demmurred for that the plaintant may have his remedy by Law, which cause seemes insufficient, and not to be allowed of; and the rather for that the defendants having a Commission to take their answers in the Country did demurre; therefore a Subpœna is awarded against them to make a better answer; *Stukly* plaintant, the Lady *Lutterell & Aliis* defendants. *An.* 18. and 19. *Eliz.*

The defendant took a Commission and returned a demurrer, ordered to answer.

Stephen Smith made oath that he was present, when one *Iohn Maddock* made these persons hereafter named, privy to a Writ of execution, upon a decree made for the plaintant, *viz. John Ward, Iohn Priddock, Henry Pinly, Lawrence Banks, Iohn Kiddermaster*, and *William Tuttle*; And the said *Maddocks* left the same Writ with one *Thomas Smith*, from whom the defendant confesseth the receipt of the said Writ, which

Attachment for not performing a decree.

ſaid parties have not performed the ſaid decree; therefore an attachment is awarded againſt them; *Leake* plaintant, *Marrow* defendant, *An.* 18. and 19. *Eliz.*

The defendants executors to their Father being Gardian in Socage to the plaintant, are ordered to anſwer for profits taken by him.

The Bill is againſt the defendants as Executors to their Father, who in his life time being Gardian in Soccage to the plaintant in right of the plaintants mother whom he married, for and concerning profits by him taken of the lands of the plaintant during his minority, for fines of Leaſes, Woodſales, and wilfull decay of houſes, and doth aver aſſets ſufficient to become to their hands; the defendants demurre, becauſe not privy, nor chargeable by Law, but ordered to anſwer; *Burgh* plaintant, *Wentworth* defendant *Anno* 18. and 19 *Eliz.*

Subpœna delivered to the defendants wife in his houſe ſufficient.

Thomas Stapleton made oath, that he delivered a Subpœna to the defendants wife, being in the defendants houſe who hath not appeared, therefore an Attachment is awarded; *Barlow* plaintant, *Baker* defendant. *Anno* 18. and 19. *Eliz.*

A years value allowed upon ſurrender of Copyhold Land.

It is decreed by Aſſent, that the defendant being Lord of the Mannor of *Alderſwaſley*, ſhall have for a fine of a Coppyholder upon a Surrender, one whole yeares value, as the ſame is reaſonable worth, according to the uſuall rates of Lands in that Countrey, *Blackwall* and *Alice* Tenants of the Mannor of *Alderſwaſley* plaintants, *Low* defendant. *An.* 18. and 19. *Eliz.*

The plaintant ſueth for tokens he delivered to the defendant as a ſuiter in marriage, and obtaineth them.

The defendant confeſſeth by her anſwer, the having of a Tablet or Pomander in Gold demanded by the plaintant; and as to the 20 l. likewiſe demanded by the plaintant, by him left with the ſaid defendant as a token, at ſuch time as he was a ſuter for marriage to the defendant; ſhe

she confesseth the same was left with her against her will, and she delivered the same over unto one *Sydole* her brother, who was a dealer with her on the plaintants behalfe, to the end hee should deliver the same over to the plaintant. It is ordered the Tablet be forthwith delivered by the defendant to the plaintant, which was done presently in Court; and as to the 20 l. the plaintant shall call in the said *Sidole* by procesle; *Young* plaintant, *Burrell* and *Elizabeth uxor ejus* defendants. *Anno* 18 and 19. *Eliz.*

A Bill against a Copy of Court Roll indirectly entred, the defendants demurre, but ordered to answer.

The plaintant by his Bill sheweth, that the Copy of the Court roll whereby the defendants pretend title, was indirectly entered by the Stewards Clarke of the mannor; the defendants demurre for that the plaintants shall not be received by surmise to object against, or impeach the said Court Rols; and alleadgeth further the Copy was found by the homage to be true, which causes seem to this Court very insufficient: It is therefore ordered, if cause be not shewed before *Wednesday* for maintenance of the demurrer, then a Subpœna is awarded against the defendants to make answer; *Holden* and *Holden* plaintants, *Cleark* and *Alice* defendants. *Anno* 18. and 19. *Eliz.*

Varianee in a Bill of Revivor from the first bill dissolved. Jurisdiction of *Oxford* rejected, one of the defendants, being not resident there;

The plaintaint hath exhibited his Bill of Revivor against two, where the first Bill was against three; and the personage in question is named by another name then in the former Bill; therefore ordered, if cause be not shewed by a day, the defendant shall be discharged, *Heines* plaintant, *William Day* Deane of *Windsor*, and *Hutchines* defendants. *An.* 18. and 19. *Eliz.*

William Lowgher appeared and answered, but *Robert*

Rob. Lowgher claimed the priviledge of the univerſity of *Oxf.* but becauſe the ſaid Doct. *Lowgher* was joyned with *William Lowgher* in the bill who was not ſubject to the ſame Juriſdiction; therefore ordered proceſſe to be awarded againſt him to ſhew other cauſe why he ſhould not anſwer; *White* plaintant; *Rob. Lowgher* Doctor of Divinity, and *Will. Lowgher* defend. *An.* 18. & 19. *Eliz.*

Proſecuting contempt after a generall pardon to pay coſts.

The defendant is adjudged to pay to the plaintants 40 s. coſts for ſuing out proceſſe of contempt againſt him, being diſcharged by her Majeſties generall pardon; *Iones* and *Parris* plaintant; *Iones* defend. *An.* 18. and 19. *Eliz.* There is more preſidents of the like caſe.

Subpœna hanged on the door of an houſe, where the defendant reſorted.

Walter Ieames made oath, that he hanged a Subpœna on the door of one *Stacy Barry* widdow; and that the defendant uſed to reſort thither as he heard reported before that time, who hath not appeared; therefore an attachment was awarded; *Jeames* plaintant, *Morgan* defendant. *An.* 18. and 19. *Eliz.*

Witneſſes examined by fraud ſuppreſſed and the practizers to be proceeded againſt by Bill.

The plaintant exhibited his Bill againſt the defendant, by practiſe of purpoſe to examine witneſſes, and did examine witneſſes accordingly, whereas the cauſe chiefely concerned one *Thomas Staunton*, and *will. Bayes*; and therefore ordered that the depoſitions ſhould be ſuppreſſed, and that the ſaid *Staunton* and *Bayles* ſhall exhibite a Bill into this Court, againſt all ſuch as they thinke to be parties to the fraudulent abuſing of this Court; *Walford* plaintant, *Walford* defendant. *An.* 19. *Eliz.*

Juriſdiction of *Lancaſter* allowed.

It is informed that the parties dwell in the County Palatine of *Lancaſter*, and the matter of the Bill is for a ſuppoſed treſpaſſe, in entring

upon

upon the defendants lands, and conſuming his graſſe and hay upon the ſame, which this Court doth not uſe to hold Plea of; therefore ordered if it be true, then the cauſe is diſmiſſed, and the plaintant to take his remedy in the County Palatine of *Lancaſter*; *Hamctheſon* plaintant, *Tounſtall*, *Covell*, *Rigmaden*, and *Baldwin* defendants. *An.* 19. *Eliz.*

Suit to have the defendant performe an award.

The plaintants ſuit is to have an award made (by Maſter *Tilbey*, and Mr. *Chambers* Arbitrators indifferently choſen) performed, and both parties were bound each to other for the performance of the award; and one part of the award was, that if any queſtion did grow between the parties, the arbitrators ſhould end it; It is ordered a Subpœna to ſhew cauſe; *Launcellot Barker* plaintant, *Peter Barker* defend. *An.* 19. *Eliz.*

Two defendants, the one taketh a husband, the plaintant puts in a Bill of revivor againſt huſband and wife, and they diſcharged with coſts.

The plaintant ordered not to proceed, till he make one a party, whom the defendant prayeth in ayde.

The plaintant exhibiteth a Bill of complaint againſt *Luce* and *Maulde* two of the defendants; and after Commiſſion *Maulde* marrieth *John Bourne* the other defendant, and the plaintant then exhibited a Bill of Revivor againſt the defendants, which needeth not as it ſeemeth to this Court; therefore ordered, if there be no cauſe of revivor, that *Bourne* and his wife who are called up by proceſſe to anſwer the ſame Bill are licenced to depart without anſwer to the Bill of revivor; and the plaintant to pay him ſuch coſts as this Court ſhall award; *Jackſon*, and *Vxor* plaintants, *Luce Smith*, *John Bourne*, and *Maulde* his wife defendants. *An.* 19. *Eliz.*

The plaintant by his Bill pretends title to certaine lands, and Freehold Lands, which lands the defend. claims to hold by Copy of court Roll ſo him and his heires of one *Thomas Stedolph* Eſq.

Esq. Lord of the mannor of *Milcham* in the county of *Surrey*; whereof the said lands are parcell; and prayed in aide of the said *Stedolph*; nevertheleſſe the plaintant ſerved the ſaid *Arnold* with proceſſe to rejoyne without calling the ſaid *Stidolph* thereunto, which this Court thinkes not meet; therefore ordered the plaintant ſhall no further proceed againſt the defendant, before he have called the ſaid *Stidolph* in by proceſſe; *Lucas* plaintant, *Arnold* defendant. *Anno* 19. *Eliz.*

Injunction left at the defendants houſe, and diſobeyed, an Attachment.

The ſaid *Holgate* maketh oath, he left an injunction in the houſe of the defendant; and that the defendant *Elizabeth white*, *Thomas Crimore*, and *Robert watkins* have diſobeyed the ſame; therefore an Attachment is awarded againſt them; *Holgate*, and *Vxor ejus* plaintants, *Grantham* defendant. *An.* 19. *Eliz.*

A Commiſſion of rebellion, the bond made to the Commiſſioners.

The defendant this day made his perſonall appearance upon a Commiſſion of Rebellion, for ſaving his bond made to the Commiſſioners in that behalfe; *Brown* plaintant, *Derby* defendant. *Anno* 19. *Eliz.*

The bond made to the Lord Chancellor, &c.

Commonly it is uſed to take the Bonds in the name of the Lord *Chancellor*, Lord Keeper of the Great Seale of *England*, the Maſter of the Rols, or to any two of the Maſters of the *Chancery*, all which are good and allowable by the practiſe of the Court of *Chancery*.

Witneſſes examined after publication, *ad informandam conſcientiam Judicis.*

Upon *affidavit* made by the plaintant, that ſince publication granted he had divers witneſſes ſetting down their names, come to his knowledge, which formerly he had not knowledge of, therefore ordered he may examine them before the examinor, *ad informandū conſcientiam Judicis.*

The

The plaintant comming to the defendant shewed him a Writ, but did deliver him neither note of the day of his appearance, neither did the same appear unto him by the *Schedule, label*, or any other paper, and the defendant appearing found no Bill: It is ordered the defendant be allowed good costs, and an Attachment against the plaintant for such serving; *Brightman* plaintant, *Powtrell* defendant. *Anno* 19. *Eliz.*

Costs for want of a Bill, shewing the Subpœna, but delivering no note of the day of appearance, and attachment for such serving.

The plaintant called the defendant dwelling in the County Palatine of *Chester* by procesſe to answer a Bill for lands lying in the said County Palatine contrary to a generall order lately certified into this Court by her Majesties appointment, touching the said County Palatine according to the said generall order; *Willoughby* plaintant, *Brearton* defendant. *An.* 19. *Eliz.*

Jurisdiction of *Chester* allowed.

The plaintants Bill is that he leased a house to the defendant; and did covenant to build and repaire it before a day, which being at hand, and shewed that he had prepared Timber and workmen to performe the same, but the defendant as well to have him breake his Covenant, as to free himselfe from his Covenant to keep it in reparations, did interrupt and threaten the workemen, whereby they durst not proceed to repaire, and so the houses are decayed; and the plaintant hath no remedy to force the defendant to suffer him to repaire; the defendant demurred upon the Bill alleadging the plaintant hath sufficient remedy by Law, which kind of answer this Court alloweth not; therefore a Subpœna is awarded against the defendant to answer; *Wood* plaintant, *Tirrell* defendant. *Anno* 19. *Eliz.*

A Covenant to repaire a house, the defendant would not suffer it and demurred, but ordered to answer.

Where

Jurisdiction of *Chester* allowed.

Where it appeared by a Booke heretofore preſented to the Queenes Highneſſe, under the hands of Sir *James Dyer* Knight, Lord chiefe Juſtice of the commou Pleas, Mr. Juſtice *weſton* late a Juſtice of the ſame Court, Mr. Juſtice *Harpar* late another Juſtice of the ſame Court; and Mr. Juſtice *Carus* late a Juſtice of her Majeſties Bench and remaining (by force of her Majeſties Warrant) of Record in the Court of *Chancery*, touching the Juriſdiction of the County Palatine of *Cheſter*; that before the raigne of King *Henry* the third, all Pleas of Lands and Tenements, and all other cauſes and contracts, and matters reſiding and growing within the ſaid County Palatine of *Cheſter* are pleadable, and ought to be pleaded and heard, and judicially determined within the ſaid County Palatine of *Cheſter*; and not elſewhere out of the ſaid County Palatine; and if any be heard, pleaded, or judicially determined out of the ſame County then the ſame is void, and *coram non Judice* (except it be in caſe of error, Foraign Plea, or foraigne voucher) and alſo that no inhabitant within the ſaid County Palatine by the Lawes, liberties, and uſages of the ſame, be called or compelled by any Writ or proceſſe to appear, or anſwer any matter or cauſe out of the ſaid County Palatine for any the cauſes aforeſaid (as by the ſaid Book among other things more at large appeareth) and where now of late the plaintant hath exhibited a Bill of complaint into this Honourable Court for, and concerning certaine lands and tenements lying within the ſaid County Palatine; and hath taken proceſſe againſt the ſaid defendant in that behalfe, who hath

hath thereupon appeared, and by his Councell made requeſt to this Court, that for the cauſes aforeſaid the matter here exhibited againſt him might be from henceforth diſmiſſed; wherefore foraſmuch as *William Sayler* hath made oath, that the ſaid lands doe lye within the ſaid County Palatine; and that the ſaid defendant is inhabiting, and dwelling within the ſaid County; therefore the ſaid cauſe is from henceforth diſmiſſed, and remitted to the Chamberlaine of *Cheſter*; and other her Majeſties Miniſters there according to the Tenour of the ſame Booke; *Willoughby Miles* plaintant, *Brearton* defendant. *An.* 19. *Eliz.*

Jearviſe Wheatly made oath for the ſerving of a Subpœna upon the defendant, to teſtifie on the behalfe of the plaintant at the *Guildhall* in *London*, who hath not thereupon appeared; therefore an Attachment is awarded againſt him, *Batt* plaintant, *Roſkes* defendant. *An.* 19. *Eliz.*

A Subpœna ſerved, to teſtifie in the *Guildhall*, and not appearing an Attachment.

A Bill was exhibited by the plaintant againſt *Roger Haule*, ſuperviſor of the laſt will of *Thomas Cliſton*, and one *Roger Haule* was ſerved with proceſſe, that was no ſuperviſor of the ſaid *Cliſtons* will, and alleadged that the ſaid *Roger Haule* who was the ſuperviſor was dead; and ordered the defendant ſhall put in his allegation upon oath by way of Anſwer; and then deſire Judgement, whether he ſhall be compelled to anſwer the ſaid Bill or not; and therein pay his coſts for his wrongfull vexation, which ſhall be thereupon allowed to him, *Harriſon* plaintant, *Haule* defendant. *An.* 19. *Eliz.*

A Bill againſt *Roger Hall*, and another *Roger Hall* was ſerved, he muſt ſhew it by Plea, and not by motion.

The plaintants are adjudged to pay to the defendants 20 s. coſts comming upon proceſſe of teſtifie.

Coſts to witneſſes ſerved to

of Subpœna to teſtifie on their behalfe; and having no charges tendered unto them, nor any interrogatories put in for them to be examined upon; *Pearce*, and *uxor ejus* plaintants, *Crawthorn* and *White* defendants. *Anno* 19. *Eliz.*

Coſts paid to a witneſſe before he be examined.

Lawrence Hide gentleman, being called upon by proceſſe by the plaintant to teſtifie, informed this Court, that he was ready to depoſe, ſo that he might firſt have his coſts to him allowed, which this Court thought reaſonable; *Belgrave* plaintant, *Edward Earle* of *Hertford*, and *William Drury* defendants. *An.* 19. *Eliz.*

A Solliciter ſerved with proceſſe to teſtifie, ordered not to be examined.

Thomas Hawtry gent. was ſerved with a Subpœna to teſtifie his knowledge, touching the cauſe in variance; and made oath that he hath been, and yet is a Sollicitor in this ſuite, & hath received ſeverall Fees of the defend. which being informed to the Maſter of the Rols, it is ordered that the ſaid *Thomas Hawtry* ſhall not be compelled to be depoſed, touching the ſame; and that he ſhall be in no danger of any contempt, touching the not executing of the ſaid proceſſe, *Berd* plaintant, *Lovelace* defendant. *Anno* 19. *Eliz.*

A man and wife exhibite their Bill; the wife dyes, the defendant demurs for that there is no Bill of revivor, ordered to Anſwer.

The plaintant exhibited his Bill, as well in his own, as in his wives name, concerning a promiſe made by the defendants to the plaintant; and his wife to make them a Leaſe of the Mannor of Appeſcourt during their lives, the defendants demurre, for that the plaintant ought to have a Bill of Revivor againſt them, for that his wife is dead ſince the Bill exhibited; wh ch cauſe of demurrer this Court alloweth not, for that the promiſe was made during the Coverture; and the plaintant claimeth not the ſame in right of his

his wife; therefore the defendants are ordered to answer directly to the Bill; *Thorne* plaintant, *Brend, Wilkinson* and *Alice* defendants. *Anno* 19. *Eliz.*

Austen plaintant, *Vesey* defendant; the defendant is served with a Subpœna to testifie; and for that it appeared by *Affidavit*, that he was Sollicitor in the same cause to one of the parties, he was discharged and not admitted to be examined. *An.* 19. and 20. *Eliz.*

The sollicitor served to testifie, is discharged.

Hartford plaintant, *Lee* and *Alice* defendants; the sollicitor of one of the parties was served with Subpœna, to testifie in the cause in controversie, and the Court discharged him, by reason he was solliciter in the cause. *An.* 20. *Eliz.*

Consilio.

The plaintants Bill was for that he being a Coppyholder Leased to the defendant for years, and the defendant hath digged gravell, and sold the same away, whereby the Coppyhold is prejudiced; the defendant justified, for that the Copyholders are not punishable in waste, which cause this Court alloweth not of; for though the Copyholders of the mannor are not punishable, yet the Leasses of Copyholders of the Mannor are punishable; therefore a Supœna is awarded to shew cause, why an Injunction shall not be granted, for staying his digging of gravell, and felling Woods upon the Copyhold Lands; *Dalton* plaintant, *Gill* and *Pinder* defendants. *Anno* 19. *Eliz.*

The Leasses of a Copyholder is punishable in waste, though the Copyholder himself be not.

Whereas the plaintant exhibited his Bill against the defendant for wilfull perjury, the defendant hath demurred, which this Court alloweth not of: It is ordered a Subpœna be awarded to the defendant, to answer *Thomas Woodcock*

A Bill of perjury proceeded in this Court.

Woodcock plaintant, *Giles Woodcock* defendant. *An.* 19. *Eliz.*

Suite to have an award by assent, decreed.

Whereas there was an award in writing exhibited into this Court made between the said parties, by Sir *Christopher Wray* Knight, Lord chiefe Justice of *England*, whereunto the Lord chiefe Justice hand as well as the parties are subscribed; it was requested by the plaintants the same might be decreed by this Court, which this Court refused to grant, untill the defendants were made privy; therefore processe is awarded; *Wakefield, & Uxor, & Alii* plaintants, *Hawson, & Uxor, & Aliis* defendants. *An.* 19. *Eliz.*

To stay suit in the spirituall court.

The suit was to stay suit in the spirituall Court for a Legacy of 40 l. *Joan Banvill* widdow plaintant, *Guy Banvill* defendant. *Anno* 19. *Eliz.*

Suite for common of pasture and *Turbary*.

The suite was for common of pasture, and *Turbary*; the defendant demurred for that the plaintant may have remedy at the common law, but ordered to answer; *Lawrence* and *Moregate*, & *Alii* plaintants, *Windham* defendant. *An.* 19. *Eliz.*

Subpœna delivered to the defendants servant.

Robert Goodwine made oath that at such time as he came to the house of the defendant to serve a Subpœna upon him according to an order of the 10. of *May* last, one of his servants came forth and told him he was within, who thereupon delivered the Writ, to be delivered to the defendant his Master; *Goodwine* plaintant, *Sullyard* defendant. *An.* 19. *Eliz.*

Subpœna served at the suite of an unknown man, and no Bill in Court, the server to pay costs.

The defendant made oath that he was served with a Subpœna by the plaintant in the name of one *William Web* utterly unknown to the defendant

and now upon his appearance, no Bill in Court againſt the defendant, in the name of the ſaid *William Web* or of the plaintant; therefore 30 s. coſt is awarded againſt the plaintants. *An.* 19. *Eliz.*

Foraſmuch as the ſaid *Abel*, one of the defendants appeared, and anſwered the laſt Terme, and his wife did not; therefore an Attachment was awarded againſt them both; *Monox* plaintant, *Abel* and his wife defendants. *Anno* 19. *Eliz.* The huſband appeares, and the wife not Attachment againſt them both.

Whereas there was this preſent day exhibited into this Court a certificate under the Seale of the univerſity of *Oxford* on the defendants behalfe, teſtifying and declaring that the Chancellors of the ſaid univerſity, and their ſucceſſors from the time, whereof the memory of man is not to the contrary. as well by graunt and conſideration of her Majeſty, as of her Majeſties noble progenitors, ſometimes Kings of this Realme have had the cognizance, and finall determination of all manner of Pleas, ſtrifes, quarrels and controverſies whatſoever (Felony, Maine, and Franketenant onely excepted) riſing and growing as well within the precinct of the ſaid City of *Oxford* as without, within the Realme of *England*; whereas one of the parties within the ſaid ſuit, action or plea, is a Maſter or Schollor, or common Miniſter of the ſame univerſity, or ſuch a perſon as the Chancellor, Vicechancellor, Lieutenant, or Commiſſary will certifie, ought to enjoy the priviledge of the ſame univerſity; and that the ſame peſons upon the ſhewing forth of the ſaid certificate in any Court where they are impleaded ought to be diſcharged out of the ſame Court, foraſmuch as it appeareth by Juriſdiction of *Oxford*.

the ſaid certificate that the ſaid defendant, who is brought up by a Subpœna, to anſwer a Bill exhibited by the plaintant into this Court, is a Batchelor of Law in the ſame univerſity; and for that alſo it appeareth by the plaintants ſaid Bill of complaint, that the matter therein contained, is onely for certaine promiſes ſuppoſed to be made by the defendant to the plaintant, touching certaine Goods, Chattels, and money therein mentioned, and not Franktenement, or any matter before excepted: It is therefore ordered, that the ſaid defendant be of, and from the ſaid Bill of complant, and matters therein contained, from henceforth clearly, and abſolutely diſmiſſed; and the plaintant referred to take his remedy for the ſame, before the Chancellor, Vicechancellor, Lieutenant, or Commiſſary of the ſaid Univerſity of *Oxford*, according to the Tenor of the ſaid Certificate; *Temple* plaintant, *Foſter* Doctor of the Civill Law defen. *Anno* 19. *Eliz.*

Conſt. *Thomas* plaintant, *Mounſon* defendant, produceth a Certificate of the Univerſity, claiming juriſdiction of the ſame Univerſity; therefore the cauſe is from hence diſmiſſed to be tryed and determined there. *An.* 19. *Eliz.*

A Mr. and examinor, examined witneſſes, publication ſtayed after granted.

The plaintant in the end of Eaſter Terme, by Maſter *Griffeth* his Attorney required the defendant to proceed to Commiſſion for examining of witneſſes, and the defendant was ready to joyne, ſithence which time the plaintant contrary to the orden of this Court (as they alleage) hath produced one of the Maſters of this Court, and one of the examinors to travell to the plaintants houſe in *Wiltſhire* 60. miles diſtant from

from *London*, & there hath examined witneſſes, it is ordered that publication be ſtayed untill the matter be examined after publication is granted; *Darrall* plaintant, and *Stukey* defendant. *An.* 19. *Eliz.*

The plaint. Father did purchaſe in Fee-Farm to him and his heirs, the Mannor of *Lorg Eaſon*, in the County of *Dery*, of one *Kynnwelmarch* rendring 8 l. rent, with a condition of reentry for non payment of the rent, deviſeth the Land to another for life: *A ducens tecum* for the evidences. *An.* 19. *Eliz.* The plain. father ſeized in Fee, with a condition to reenter deviſeth for life, *A ducens tecū*

Foraſmuch as the defendant hath appeared in this court upon an Attachment of priviledge, and attended from day to day according to his Bond made in that behalfe; and hath alſo pleaded an iſſue to the plaintants Declaration; therefore the defendant is licenſed to depart: *Dugdell* plaint. *Orrell* defend. *An.* 20. *Eliz.* The defendant licenſed to depart after iſſue.

The defend. by his Anſwer confeſſeth he was joynt purchaſor in truſt with the plaintants Father to them two, and to the heires of the plaintants Father of the Lands in queſtion; and that he never received any profits thereof; and that he meant at the plaintants full age to convey the Lands to the plaintant, and his heires according to the truſt; it is ordered and decreed the defendant ſhall forthwith upon notice to him given convey his Eſtate in the Lands to the plaintant, and the Heires of his body begotten with ſuch remainder over as in the laſt Will and Teſtament of the plaintants Father is expreſſed at the coſts of the plaintant; *Young* plaintant, *Leigh* defendant. *Anno* 20. *Eliz.* Truſtee ordered to convey the Lands according to the truſt.

Bittenſon one of the defendants demurred, for that Juriſdiction of the Ex-

cheqner rejected, for that one of the defendants had no priviledge there.

that he was a Clerke of the *Exchequer*, and ought to be priviledged there; and the ſaid *Mary* demurred without ſhewing any cauſe, foraſmuch as it was openly affirmed by the common voyce of the officers of the ſame, that the ſaid *Bittenſon* may be impleaded in this Court, notwithſtanding any priviledge in the *Exchequer*; and for that likewiſe, if there were any ſuch cauſe of priviledge, yet he could not have the ſame in this ſuite, by reaſon another party who ought not to have any ſuch priviledge is joyned with him; therefore a Subpœna is awarded againſt the defendants to anſwer; *Eaſt* and *Scudamore* plaintant: *Bittenſon*, and *Mary Valence* defendants. *An.* 20. *Eliz.*

The defend. in a Bill of perjury after anſwer, ought to be examined upon interrogatories.

It is ordered that in a Bill of perjury put in againſt the defendant, he having put in his anſwer, ſhould not depart untill he be examined upon interrogatories, according to the generall order and courſe in that behalfe accuſtomed; for it was affirmed by the Officers of this Court, that by the order and cuſtome of this Court, he ought to be examined upon interrogatories: *Philips* plaintant, *Benſon* defendant. *Anno* 20. *Eliz.*

The plaint. requires the defendant to appear, ſhewing no writ, and no Bill in Court, hath 20 s. coſts.

The defendant made oath, the plaintant came to him on *Eaſter* day laſt in *Barrington* Church; and commanded him in the Queenes name to appeare in *Chancery* the 17 day after, which ſaid defendant demanded the proceſſe; and the plaintant anſwered him he was to ſerve another, and therefore would not leave him any note for his appearance; and yet upon his appeance no Bill found in Court; therefore the plaintant is adjudged to pay him 20 s. coſts; *Syers* plaintant, *Cotts* defendant. *Anno* 20. *Eliz.*

Robert

Robert Hodgeſon made oath, that he left a Subpœna to make a better anſwer upon the doore of the lodging of the ſaid defendant, being at the ſigne of the *Maidenhead* without *Temple-bar*, whereas both by the report of divers of the neighbours thereabouts, as by the recourſe of her ſervants to and fro at the ſame time by all preſumptions, ſhe the ſaid defendant was then in the ſaid houſe; and yet ſhe hath not made a better anſwer; therefore an attachment is awarded againſt the defendant; *Croker* plaintant, *Hampden* defendant. *An.* 20. *Eliz.* Affidavit for ſerving a Subpœna.

The ſaid defendant hath this preſent Terme appeared upon a Subpœna at the plaintants ſuit 15 *Paſcha* and no Bill in Court; and for that the defendant hath loſt the ſaid Subpœna, he cannot demand his charges for want of the ſaid Bill; it is ordered no proceſſe of contempt iſſue out of this court againſt the defendant upon the ſaid Subpœna: *Blanch Parry* plaintant, *Morgan* defendant. *Anno* 20. *Eliz.* The defend. hath no coſt becauſe the Subpœna is loſt, but Attachment is ſtayed.

The defendant made oath, that one of the plaintants ſervants ſhewed him a Subpœna *tres Paſch.* return; but would not deliver him the Writ or Labell; and now upon the defendants appearance, there is no Bill againſt him in court, therefore coſts: *Gray* plaintant, *Gurney* defend. *An.* 20. *Eliz.* Coſts for want of a Bill.

The defend. by his anſwer diſclaimed of the Clarkſhip of the Peace in queſtion, and confeſſed thereby that he delivered all the Records, and Titlelings of Seſſions, which he had, to Maſter *Treutham Cuſtos Rotulor.* in the County of *Staff.*; and yet the plaintant hath replyed to the ſame to examine the manner of aſſault, and other The defend. diſclaiming, no witneſſes to be examined, touching the death of another.

matters touching the death of one *Aſhbrook*, and goeth about to examine witneſſes thereupon; it is ordered, that if cauſe be not ſhewed to the contrary, that no witneſſes ſhall be examined touching the manner of aſſault or death of *Aſhbrook*, or circumſtances thereof; *Archbald* plaintant, *Borold* defendant. *An.* 20. *Eliz.*

The defendant bound to pay money at one place, pleads payment at another, not good.

The defendant in a *ſcir. fac.* upon a recognizance to pay 100 l. at *Martine* in the County of *Surrey* pleaded payment at *Briſtow*, where the Juſtice of Aſſize without ſpeciall Commiſſion commeth not, to the intent onely to delay the party; therefore it is ordered the defendant ſhall by *Friday* next, either be ſworne to his ſaid Plea, or elſe put in ſuch a ſufficient iſſuable Plea, as he will ſtand unto at his perill; *Lovell* plaintant, *Hopkins* defendant. *An.* 20. *Eliz.*

A demurrer to a Bill of revivor ordered to anſwer.

The defendant demurred upon a Bill of Revivor exhibited by the plaintiffes againſt her, for that ſhe was a woman Covert during the time the firſt ſuit depended; but ordered to anſwer for that ſhe was party to the ſuit with the ſaid *Twynneho* her husband; *Ruthel & uxor ejus* plaintants, *Dom. Elizabeth Litton*, late wife to *Edward Twinneboe* defendant. *Anno* 20. *Eliz.*

The wife after the death of her husband, ſueth a Bill of revivor and good.

The plaintant and her husband exhibited their Bill againſt the defendant; the husband dyeth, the wife now plaintant, exhibiteth a Bill of Revivor, and goodw. *Alice Parrot* widdow plaintant, *Randall* and *Cowarden* defendants. *An.* 20. *Eliz.*

To take bond of ſuch as appear upon

It is ordered that from henceforth no entry be made by any the Attorneyes into the Regiſters Book of this Court of any appearance of, or upon any Attachment, or Commiſſion of rebellion,

bellion; but that the party so appearing, shall first enter into sufficient Bond by Obligation to this Court, to be taken by the Register of this Court, with condition to attend from day to day; and not to depart before he be specially licensed by this Court. *Pascha.* 20. *Eliz.*

contempt, to attend from day to day.

The defendant refuseth to answer the receit of rent, and demurred for that the plaintant may have remedy by Law for the same; therefore ordered a Subpœna be awarded to make direct answer; *Dixe & Cantrell* plaintants, *Lintoft* defendant. *Anno* 20. *Eliz.*

The defen. demurres for that there is remedy at common law, but ordered to answer.

Whereas information was made to this court, on the behalfe of *George Stidenham* Esq. now Sheriffe of the County of *Somersetshire*, That whereas a *capias* upon a Recognizance of 133 l. 6 s. 8 d. issued out of this Court in *Hilary* Terme last, to the Sheriffe against the said defendant, the said Sheriffe had a *Capias* also for a debt due to her Majesty, to him directed out of the Court of *Exchequer*, both which *Capiasses* the Sheriffe returned into the said severall Courts the last Terme a *cepi corpus & languidus in prisona*; whereupon a *duces tecum* issued out of the said Court of Exchequer to the said Sheriffe, for bringing in of the body of the defendant into the said Court of *Exchequer*; whereupon the said Sheriffe hath brought up the said defendant, and made request this present day to this court, that some order might be taken by this court, that the defendant may remaine in execution for the debt of the said plaintant, after he hath answered his said debt to her Majesty; so that the said Sheriffe may not hereafter be charged by the returne made by the *Capias* upon the said Recognizance

Habeas corpus to the warden of the *Fleet*, to have the defendant in Court, to be charged with a debt upon a recognizance.

cognizance in this court; it is therefore ordered by the advice of the right honourable the Lord Treasurer, and the Lord chiefe Justice of *England* being present in court, that a *Habeas corpus* be awarded to the Warden of the *Fleet*, to bring the said defendant into this court on *Thursday* next, to the end the said Warden may be also charged with the said defendant by this court, till he have satisfied or taken order for the payment of the debt due to her Majesty; and that then he shall keep him in his custody, untill hee answer unto the plaintant, this said debt of 133 l. 6 s. 8 d. *Ward* plaintant, *Crouch* defendant. *Anno* 20. *Eliz.*

Costs for the Solliciters charges, in making Affidavit for serving processe, and the defendants impotency, no Bill being in Court.

Thomas Boulton made oath, that the defend. was served with a Billet in Paper to appear 15. *Trinitat.* and no Bill in Court against her at the plaintiffes suite; therefore the plaintiffe is adjudged to pay the defendant 33 s. 4 d. sustained in sending up the said *Boulton* who hath made oath, that she is so impotent, that she is not able to travell up hither thereupon personally: *Gredlow* plaintant, *Prestwich* defendant. *Anno* 20. *Eliz.*

Costs for want of a Bill upon shewing the Writ, but not delivering it.

The plaintant is adjudged to pay to the defendant 40 s. costs, for want of a Bill, for that the defendant made oath the plaintiffe shewed him a Subpœna wherein his name was written, but would not deliver him the same, for that there were others to serve with the same Writ; *Symont* plaintiffe, *Pinsonby* defendant. *Anno* 20. *Eliz.*

Attachm. discharged, and a Bill of perjury for procuring it indirectly.

John Clegge was served with a Subpœna, by the name of *Robert Clegge*, and *John Warberton* made oath, that he served a Subpœna upon *Robert Clegge*; and an Attachment was served upon

Iohn

John Clegge, and ordered that he ſhould be diſcharged thereof; and might exhibite his Bill into this court, againſt the ſaid *John Warberton*, and call him in by proceſſe to anſwer his perjury; *Robert Clegge* plaintant, *Thomas Warberton* defendant. *An.* 20. *Eliz.*

The Lord Chancellor writ his letters to a Noble man, that had broken a decree.

A Motion for an Attachment againſt the defendant, for breach of a decree and injunction, and ordered by the Lord Chancellor *Bromley*, that for that time he ſtayed the granting of the Attachment, and vouchſafed to write his Letters, requiring him to performe the ſame, truſting he would have ſuch regard thereunto, as no Attachment ſhall after be required againſt him: *Story* plaintant, *Dominus Pawlet* defendants. 21. and 22. *Eliz.*

Injunction againſt the ſpirituall Court.

A Motion that where the plaintants had exhibited their Bill to be diſcharged of a legacy, the defendant ſince his ſuit, ſued in the ſpirituall Court; and therefore day to ſhew cauſe why an Injunction ſhould not be granted; *Parre & uxor* plaintants, *Tipelady & uxor* defendant. *Anno* 21. and 22. *Eliz.*

Attachmene upon the defendants confeſſion he was ſerved.

William Smalwood made oath, the defendant confeſſed he was ſerved with a Subpœna at the plaintants ſuit, who not appeared; therefore an Attachment is awarded againſt the defendant, to the Sheriffe of *Eſſex*; *Waters* plaintaint, and *Bird* defendant. *Anno* 21. and 22. *Eliz.*

Juriſdictio of *Oxford* allowed.

The defendant a Maſter of Art in *Oxford*, pleaded his priviledge of the Univerſity under the Seale there, and demanded judgement whether he ſhould be driven to anſwer contrary to the priviledge; and the priviledge was allowed, and the Attachment diſcharged; *Cotton* plaintant,

tant, and *Manering* defendants. *Anno* 21. and 22. *Eliz.*

Decree for Copyhold lands.

A decree is made for the defendant, to enjoy certaine Lands, as well Coppyhold, as Customary; *Bamborow* plaintant, *Alexander* defendant. *Anno* 21. and 22. *Eliz.*

Costs for want of a Bill, the Subpœna being loſt.

The defendant made oath that he was ſerved with a Subpœna at the plaintants ſuit to appeare in this Court; and that he hath loſt by caſualty the Subpœna; and upon his appearance, there was no Bill in Court againſt him, at the ſaid plaintants ſuite: therefore the plaintant is adjudged to pay the defendant 40 s. coſts for want of a Bill; *Domina Edith Metham* plaintant, *Michaell Fayerbanck* defendant. *Anno* 21. and 22. *Eliz.*

Diſmiſſion becauſe under 40 s. *per annum.*

For that it appeared as well by the plaintants Bill, as that *Oſney* one of the defendants hath made oath that the lands in the Bill, is not worth 40 s. *per annum*; therefore diſmiſſed generally, and not without coſts: *Townly & uxor* plaintants, *Oſney & uxor & Parſons* defendants. *An.* 21. and 22. *Eliz.*

Juriſdiction of *Wales* allowed, being under five pound.

The defendant made oath, that the plaintant, and defendant are both dwelling within the juriſdiction of the Marches of *wales*; and for that it appeareth by the Bill, that the Money complained for is under 10 l. therefore the cauſe is diſmiſſed: *Eaſtcourt* plaintant, *Tanner* defendant. *Anno* 21. and 22. *Eliz.*

Suit retained after Judgement and execution.

Debt upon a ſingle Bill ſatisfied, and the Bill not delivered was ſued, and execution gotten, and yet retained in *Chancery*, notwithſtanding a motion to be diſmiſſed, becauſe after Judgement and Execution; for it was ſaid the

Judgement

Judgement and execution may ſtand, and this ſuite for that he formerly paid: *Owen* plaintant, *Ioanes* defendant. *Anno* 21. and 22. *Eliz.*

The defendant maketh oath, that one *Rock* ſerved him with a Subpœna in the name of the plaintant; and at his ſuit as he affirmed; but would not deliver neither Writ, Labell, nor noat of the day of appearance, but told him it was to appeare the firſt day of this Terme, and now no Bill in Court; therefore coſts is granted againſt the plaintant: *Parſons* plaintant, *Hilford* defend. *An.* 21. and 22. *Eliz.* Coſts againſt the plaint. for want of a Bill.

An order for a Commiſſion, to ſet out meet wayes, and Cawſages moved in preſence of Mr. *Egerton* of Counſell with the defend. *Cuſtos* of all *Soules* Colledge in *Oxford* plaintant, *Everall & aliis* defendants. *Anno* 21. and 22. *Eliz.* Commiſſion to ſet out meet wayes for paſſages.

Upon an oath made for impotency of *Ienkin* the defend. in a former ſuit by the ſaid *Gooſe*, by the name of *William ap william*, they procured a *dedimus poteſtatem* to take the anſwer of *Jenkin* to *Iohn Floyd*, and *William Gooſe* himſelfe, whereas the party was under 50 yeares of age and not impotent; hereupon the plaintant exhibits an Engliſh Bill of perjury into this Court againſt the ſaid *Gooſe* for perjury, and *Jenkin* for the procuring of it; whereupon they being ſerved with a Subpœna to anſwer the perjury, they get a ſtay of the proceedings from the counſell of the Marches; where, upon motion, Sir *Thomas Bromley* Lord Chancellor, marvelled at ſuch their ſtay, and writ his Letters to the ſaid Counſell, and granted a new Subpœna againſt the defendants to anſwer the perjury; *Ieane uxor Griffith* plaintant, *Richard ap Ienkin*, and An Engliſh Bill for perjury.

and *William Gooſe* defendants. *Anno* 21. and 22. *Eliz.*

Injunction to ſtay judgement in an action of waſt.

The Bill was to be releived againſt a Judgement, indirectly gotten by *Ralfe Cavendiſh* in the name of *Thomas Cavendiſh* his brother, by default in an account of waſte; and becauſe it ſo appeared, an injunction is granted; *Galley* plaintant *Ralfe Cavendiſh* and *Thomas Cavendiſh* defendants. *Anno* 21. and 22. *Eliz.*

Reliefe for a truſt upon a leaſe, after it is ſold.

The Suite was to be releived upon a leaſe made to the defendant in truſt to the uſe of the plaintant: and becauſe it ſo appeared, it was ordered that the plaintant ſhould injoy the lands againſt the defendant, and all claiming under him that had notice of the truſt: and if the leaſe were ſold to ſuch as had no notice of the truſt, then the defendant ſhall pay to the plaintant ſo much mony as the leaſe was worth, *Rooke* plaintant, *Staples* defendant. *Anno* 21. and 22. *Eliz.*

A Bill for relieſe after Judgement and execution diſmiſſed.

A Bill to be releived upon a bond after Judgement and execution, and becauſe no material matter alleadged for maintainance thereof, therefore diſmiſſed: *Adams* plaintant, *Doddeſworth* defendant. *Anno* 21. and 22. *Eliz.*

A Bill upon a promiſe for leave to dry clothes in a garden diſmiſſed.

The Bill was to be releived for egreſſe and regreſſe into a garden of the defendants for drying of cloaths, promiſſed by word only by the defendant to the plaintant: therefore diſmiſſed, for that the Court ought not to be burthened with ſuch ſmall matters, *Hampy* plaintant, *Northage* defendant. *Anno* 21. and 22. *Eliz.*

Attachment for not appearing upon a Subpœna.

Guilliam made oath that he ſaw a ſubpœna ſerved on the defendant who hath not appeared: therefore an attachment; *Morgan* plaintant, *Ewon* defendant. *Anno* 21. and 22. *Eliz.*

An

An Attachment was delivered to the Sheriffe to execute, who did not returne the ſame; and upon affidavit of the delivery, a day was given to returne the Writ upon paine to be amerced 5 l. *Crompton* plaintant, *Meridith* defendant; *Anno* 21. and 22. *Eliz.* Day given to the Sheriffe, to returne an Attachment upon paine of 5 l.

Affidavit made for the delivery of an extent to the Sheriffe which he hath not returned: therefore a day is given to the Sheriffe to returne the Writ upon paine of 10 l. *Hambey* plaintant, *Wight* defendant. *Anno* 21. and 22. *Eliz.* *Conſil.*

Three Bonds put in ſuite in the Kings Bench and ſtayed by Injunction by Order, becauſe the Queene was hindered of her fine; *Paſcall* plaintant, *Smith Miles* defendant. *Anno* 21. and 22. *Eliz.* Injunction to ſtay ſuits, becauſe the Queene was deceived of her fine.

Calveley plaintant, *Philips* defendant, Bonds put in ſuite in the K. Bench ſtayed by Injunction becauſe the Queene was hindered of her fine. *Anno* 21. and 22. *Eliz.* *Conſil.*

The Bill prayeth reliefe againſt the defendant as brother and Heire, for that the plaintant paid to his brother deceaſed, a fine of 34 l. for a leaſe, who dyed before the ſame was made; and therefore deſireth either to have the Leaſe made by the Heire, or his money againe; thereupon it is ordered the defendant ſhall anſwer an Injunction: *Kreme*, Alias *Mogge* plaintant, *Meere* defendant. *Anno* 21. and 22. *Eliz.* The Heire is ſued to make a leaſe for which his elder brother tooke a fine or to repay the fine.

The defendant got coſts for want of a Bill, and beſpake of *Robert Bayles* a Clerk a Subpœna for thoſe coſts, who made her a Subpœna *ad ſectam*, whereupon the plaintant got coſts; this being moved for diſcharge of theſe coſts, ſo gotten The Clarke is fined 40 s. for his miſtake, in making a Subpœna.

ten by default of the Clark. It is ordered that the defendant ſhall be diſcharged; and the plaintant alſo of the coſts gotten by the defendant; and neither of them ſhould have proceſſe againſt the other for the ſame, but the defendant might take a Subpœna againſt the Clark that made the erronious proceſſe for the 40 s. coſts, which ſhe ſhould have had againſt the plaintant; *Franckblanck* plaintant, *Domina Metham* defend. *An.* 21. and 22. *Eliz.*

Subpœna delivered to the wife, good.

Oath is made for the delivery of a Subpœna to the wife of the defendant at his houſe, who hath not appeared; therefore an Attachment: *Pilgrime* plaintant, *Read* defendant. *Anno* 21. and 22. *Eliz.*

The plaintant refuſing to ſeale a releaſe, the defendant puts a bond in ſuite, and ſtayed by Injunction.

The plaintant deſireth to be relieved againſt an Obligation of 100 l. which had an intricate and inſenſible condition put in ſuit, for that the plaintant being deſired by the defendant, to Seale a releaſe, deſired onely time to be adviſed thereof, which the defendant would not yeeld unto, but hath put the bond in ſuit, though no wayes damnified; and now the plaintant is ready to Seale the releaſe; therefore an Injunction is granted: *Rowles* plaintant, and *Rowles* defendant. *An.* 21. and 22. *Eliz.*

Attachment with Proclamation diſcharged paying the ordinary Fee, anſwer being in be-to e:

The defendant took out a Commiſſion, to take his anſwer in the Country, and thereby anſwered he could not directly anſwer without ſight of evidences, which are in *Nottinghamſhire*, far diſtant from *Dorſetſhire*; the defendant afterwards made a perfect anſwer; and yet the plaintant took out Attachment, and Attachment with Proclamation, both which were diſcharged paying the ordinary Fees, and 2 s. 6 d. to the Warden

Warden of the *Fleet*: *Truſſell & aliis* plaintants, *willoughby Miles* defendant. *Anno* 21. and 22. *Eliz.*

John Cotten the plaintant, brother deviſed divers goods to his two Sons, to be delivered at their full age, and made the plaintant and defendant Executors. 100 l. of the goods came to the plaintants hands, 250 l. came to the defendants hands: The plaintant deſireth by his Bill, that in reſpect of the truſt, and joynt charge which may ſurvive, that the plaintant and defendant may each be bound to the other, to pay the children their Portions in their hands at their full age; and if either plaintant or defendant dye before, then the Executor ſhall pay that which was in the teſtators hands to the ſurvivor, which this Court thought in conſcience to be meet, becauſe the defendant by anſwer confeſſeth the truſt and receit of 250 l. Therefore a Subpœna is awarded againſt the defend. to ſhew cauſe why it ſhould not be decreed: *Cotten* plaintant, *Cauſton* defend. *Anno* 21. and 22. *Eliz.*

One Executor ſueth the other to put in ſureties to performe the Will.

An Attachment and other proceſſe of contempt iſſued out of this Court, for not returning the defendants anſwer by Commiſſion is diſcharged, paying the ordinary Fees, becauſe the plaintant named one Commiſſioner, who refuſed to joyne with one of the defendants Commiſſioners in taking the defendants anſwer; and a new Commiſſion is granted to indifferent Commiſſioners named by the defendant: *Marſhall* plaintant, *Harwood* defendant. *An.* 21. and 22. *Eliz.*

The contempt diſcharged, and a new Commiſſion granted to take the defendants anſwers.

It is moved that where a prohibition was ſix moneths

Prohibition for Tythes

of Lands held in *Capite.*

moneths ſince granted for ſtay of a ſuite in the Eccleſiaſticall Court at *Herford*, upon ſurmiſe the lands are held in *Capite*, whereas it appeared by Letters Patents thereof the lands holden of *Eaſtgreenwich*; therefore conſultation, unleſſe cauſe ſhewed; and the party to pay double coſts according to the Statute, whereby the prohibition is granted: *Wolfe* plaintant, *Merrick Clums* defendant. *An.*

Coſts for want of a Bill, oath made before the Major of *Tetnes.*

Foraſmuch as the Major of *Tetnes* hath certified under his common Seale, that the defendant made oath before him, that he was ſerved with a Billet in Paper at the plaintants ſuit, and upon his appearance no Bill, therefore coſts: *White* plaintant, *Carpenter* defendant. *An.* 21. and 22. *Eliz.*

Attorney preſent in Court, enjoyned not to proceed at common law.

Brent an Attorney at common Law for the defendant being preſent in Court, is enjoyned in open Court upon paine of 200 l. not to proceed at common Law, upon an action of debt upon an Obligation againſt the plaintant: *Biſhop* plaintant, *Jeſſop* and *Wats* defendants. *Anno* 21. and 22. *Eliz.*

Suite for rent of 10 s.

Foraſmuch as the ſaid *Thoroughgood* made oath that the matter in the Bill is for a Portion of Rent of 10 s. by year being of ſmall value, it is diſmiſſed; *Knighton* plaintant, *Allen* and *Thoroughgood* defendant. *An.* 21. and 22. *Eliz.*

Affidavit that he ſaw a Subpœna ſerved.

John Vaux made oath that he ſaw a Subpœna ſerved upon the defend. therefore for not appearance an Attachment is granted; *Vaux* plaint. *Glaſiers* defendant. *An.* 21. and 22. *Eliz.*

Atrachment againſt witneſſes ſerved to teſtifie.

John Leigh made oath for the ſerving of a Subpœna on a witneſſe, to teſtifie on the plaintants behalfe before certaine Commiſſioners who

who hath not ſo done : Therefore an Attachment is awarded againſt the defendant ; *Middleton* plaintant, *Speright* defendant. *An.* 21. and 22. *Eliz.*

Atachment upon the defendants confeſſion he was ſerved.

The plaintant made oath that he heard the defendant confeſſe he was ſerved with a Subpœna and hath not appeared ; therefore an Attachment is granted ; *Stow* plaintant, and *Maddock* defendant. *An.* 21. and 22. *Eliz.*

Two joint tenants, the one dyeth, the other ordered to make eſtate according to the Will.

The defend. and one *Thomas Butcher*, whoſe Executors the ſaid *Joane* & *Alexander* have purchaſed certaine lands joyntly ; the defend. promiſed the ſaid *Thomas* upon his death bed, hee would take no advantage of the ſurvivorſhip, but that the ſaid *Thomas* might by his will diſpoſe them, *Thomas* by his will deviſed his part of the lands towards payment of his debts ; therefore decreed by the aſſent of the defen. that the defe. ſhould make eſtate accordingly ; *Spring & uxor & Alexander Buther* plaintants, *Upton* defend. *An.* 21. and 22. *Eliz.*

Witneſſe that anſwer inſufficiens againe examined.

Robert Medigate Eſq. was ſerved with Subpœna to teſtifie, and hath not anſwered to certaine interrogatories adminiſtred unto him on the plaintants behalf, at the time of the executing of the ſaid Commiſſion, excuſing himſelfe that he could not to ſome for want of certaine court Rols, and to ſome other interogatories he referred himſelfe to former depoſitions, but doth not ſhew where they remaine, nor when they were taken ; it is therefore ordered that the conſiderations of the depoſitions of the ſaid *Medigate* be referred to Mr. Doctor *Carew*, one of the Maſters of this Court ; and if he certifie that he hath not ſufficiently anſwered, then order ſhall

be taken, that he ſhall directly anſwer the ſame; *Fiſh* plaintant, *Mountford & aliis* defendants. *An.* 21. and 22. *Eliz.*

Juriſdiction of Cheſter allowed.

It is ordered that upon Affidavit made, that the defendants dwell within the County Palatine of *Cheſter*; and the cauſe of the Bill is to be relieved of certaine debts there, the cauſe is therefore diſmiſſed into the ſaid Countrey: *Heyward* plaintant, *Sherington* defend. *An.* 21. and 22. *Eliz.*

A ſuit for a Hawk, and evidences diſmiſſed.

The effect of the ſuit is for a *Hawke*, and certaine evidences ſuppoſed to be come to the defendants hands; and becauſe it ſeemeth to the Court, the matter of evidences was onely inſerted to give colour to the court to hold Plea; and the matter of the Hawke is no meet matter for this Court; therefore the matter is diſmiſſed; *Glaſiers* plaintant, *Maſſie* defendant. *An.* 21. and 22. *Eliz.*

The Bill diſmiſſed, becauſe the councellors hand is counterfeit.

The Bill is diſmiſſed becauſe that Mr. *Maſſies* name was put to the ſame, as of Councell without his privity; *Griſting* plaintant, *Hore* and *Hore* defendants. *An.* 21. and 22. *Eliz.*

Coſts for proſecuting contempts and none proved.

The plaintant is adjudged to pay to the defend. 50 s. coſts, for proſecuting proceſſe of contempt againſt him, and no contempt proved: *Wrayford* plaintant, *Wright* and *Hingeſton* defendants. *An.* 21. and 22. *Eliz.*

Fraud by making a leaſe after a feoffement and before livery and ſeizin.

The Bill ſetteth forth that *Gibone*, one of the defendants in conſideration of 286 l. did bargaine and ſell unto the plaintaint certaine lands in the Bill mentioned; and made unto him a deed of Feoffement, and a Letter of Atturney to make livery, and ſeizin, and before livery, made a Leaſe to *Cateline*, who knew of the bargaine,

gaine, and he Leassed to *Brown*, who knew also of the bargaine, and this appearing to this Court to be true, an Injunction is granted to the plaintant, untill the cause should be heard and determined: *Freby* plaintant, *Gibone*, *Cateline*, and *Browne* defendants. *An.* 21. and 22. *Eliz.*

Suit stayed in the Kings Bench, because it was removed from *London*

A speciall *Certiorare* to remove a cause out of *London*, the plaintant proveth the surmises of his Bill, the defend. beginneth suit in the Kings Bench for the same cause; therefore stayed by Injunction; *Cliffe* plaintant, *Turner* defendant. *An.* 21. and 22. *Eliz.*

Suit for common.

The plaintants suite is to be relieved for a common, and a Subpœna is awarded against the defend. to shew cause why an Injunction should not be granted to stay the suite at the common Law; *Chock* plaintant, *Chea* and *Wast* defendants. *An.* 21. and 22. *Eliz.*

A Bill for 6 l dismissed.

The matter is dismissed, because the suit is for 6 l. onely. *Marber* plaintant, *Kempester* defendant. *An.* 21. and 22. *Eliz.*

Costs upon a Billet delivered to a brother, and no Bill in Court.

The said *Edmund Barker* defendant maketh oath that he received a Billet of Paper, of *John Barker* his brother, who affirmeth likewise upon his oath, the same Billet was delivered to him by the plaintant; and because upon the defendants appearance no Bill is in Court; therefore 26 s. 8 d. is adjudged against the plaintant; *Cook* plaintant, *Barker* defend, *An.* 21. and 22. *Eliz.*

Commission to take the defendants answer upon oath of impotency before the Mayor of *Totnes*.

The Mayor of *Totnes* certified under his common Seale, that the defendant made oath before him, that he was impotent, and not able to travell; therefore a Commission is awarded to take the defendants answer in the Countrey; *Wotten* plaintant, *Lewescomb* defendant. *An.* 21. and 22. *Eliz.*

Consil. *Dodderridge* plaintant, *Lasty* defendant upon oath made before the Mayor of *Exeter* of the defendants impotency, and unfitneſſe to travell, a Commiſſion is granted to take his anſwer in the Countrey. *An.* 21. and 22. *Eliz.*

Consil. The defen. 70. years old. *Thomas Furſden* made oath, the defendant is above 70 yeares of age; therefore a Commiſſion is awarded to take his anſwer in the Countrey; *Vivean* plaintant, *Napper* alias *Sande* defendant. *Anno* 21. and 22. *Eliz.*

Juriſdiction of Wales allowed. *George Elliot* made oath, that all the parties are inhabitants, and dwelling within the Marches of *Wales*; and that the matter contained in the bill of complaint, is for no Title of land; therefore the cauſe is diſmiſſed to the determination of the ſaid Commiſſioners: *Morgan* plaintant, *Bithell* and *Evon* defendants. *An.* 21. and 22. *Eliz.*

Consil. *Philips* alias *Phelps*, *Long* and *Spincke* plaintants, *Powell* and *Singleton* defendants, upon oath made that all the parties dwell within the juriſdiction of the Marches of *Wales*, the cauſe is diſmiſſed to be tryed there. *An.* 21. and 22. *Eliz.*

Attachment upon oath before the Bayliffes of Mountgomery. Foraſmuch as the Bayliffes of *Mountgomery* have certified under their common Seale, that the plaintant made oath before them for the ſerving of a Subpœna on the defendant who hath not appeared; therefore an Attachment is awarded againſt the defendant; *Griffeth* plaint. *Ap Edward Ap John* defendants. *An.* 21. and 22. *Eliz.*

Consilio. Foraſmuch as the Major of *Exeter* hath certified under his common Seale, that the plaintant hath made oath before him for the ſerving of a Subpœna on the defendants who have not appeared;

peared; therefore an Attachment is awarded againſt them; *Preſton* plaintant, *Smith & uxor* defendants. *An.* 21. and 22. *Eliz.*

Ap Richard maketh oath, the Lands complained of is under 40 s by the yeare; therefore diſmiſſed; *Morgan* plaintant, *Ap Richard* and *Lewis* defendants. *An.* 21. and 22. *Eliz.* Diſmiſſion becauſe under 40 s. *per annum.*

An action upon the caſe commenced in the Kings Bench to the defendants dammage 100 Markes is ſtayed by Injunction, for that her Majeſty is hindred of her fine, which ſhould have been paid upon the originall: *Brockhurſt* plaintant, *Cotton* defend. *An.* 21. and 22. *Eliz.* Injunction for defrauding the Queen of her fine.

An action upon the caſe commenced in the Kings Bench, to the dammage of the defendant 5 l. is ſtayed by Injunction, for that her Majeſties fine was not paid; *Ward* plaintant, *Cobone* defendant. *An.* 21. and 22. *Eliz.* *Conſil.*

Attachment is granted for not appearing upon a Certificate by the Major of *Totnes*, under his common Seale, that *John King* made oath, he ſaw a Subpœna ſerved upon the defendant; *Dinnis* plaintant, *Morgan* defendant. *An.* 21. and 22, *Eliz.* Attachment upon oath before the Major of *Totnes.*

The plaintants Bill is to be relieved for Copyhold lands, the defendant doth demurre for that the lands are Ancient *demeaſne* lands of her Majeſties Mannor of *Woodſtock*, and there onely pleadable; it is ordered a Subpœna ſhall be awarded to the defendant to make a better anſwer; *Wilkins* plaintant, *Gregory* defend. *An.* 21. and 22. *Eliz.* Juriſdiction of the Mannor of *Woodſtock* overruled.

Upon a Subpœna in perpetuall memory, the defend. appearing aſſented to joyne in Commiſſion; ſo as the Lord *Bacons* orders, touching exami- Commiſſion to examine in perpetuall memory.

examination of witneſſes in perpetuall memory might be obſerved, but upon motion it was ordered, that the Commiſſion ſhould be made generall, as in like caſes where the parties joyne, for that it ſeemed to the Court, the Lord *Bacons* orders were intended to be obſerved, where the plaintant hath a Commiſſion alone; *Dominus Dacres & uxor* plaintants, *Southwell* defend. *Anno* 21. and 22. *Eliz.*

Leaſſee not named in the premiſes decreed for him.

The plaintant deſired to be relieved for a Leaſe made by the defendant to him for yeares, which the defendant endevoureth to impeach, becauſe in the premiſes of the Leaſe, there is no Leaſſee named, but onely in the *Habendum*; and the cauſe being referred to the two Lord chiefe Juſtices, and the Lord chiefe Baron, they certified their opinion in Law, that the Leaſe was good in Law, notwithſtanding the Leaſſee was not named in the premiſes of the Leaſe, but in the *Habendum*; and therefore decreed accordingly, that the plaintant ſhould hold the ſaid Leaſe; *Butler* plaintant, *Dodton* defendant. *An.* 21. and 22. *Eliz.*

One Executor gets the eſtate and dyeth, the other ſueth his Executor, and ordered for him.

The caſe is that the Lord *Wray*, and *Sapcotes* father were made executors to the uſe of Children; *Sapcotes* father having gotten a great part of the teſtators eſtate into his hands, deviſeth divers Legacies to ſtrangers; & maketh the defend. his Son Executor, and dyeth; and the defend. by anſwer, confeſſeth his Father had divers goods of the firſt teſtators in his hands, but ſaid that the defendant had not goods ſufficient, more then would ſatisfie the Legacies given by his Father; therefore ordered that the defend. ſhall firſt pay to the plaintant the goods which were,

were the first testators; and so much of his Estate, as came to his Fathers hands; *Wray* chiefe Justice plaintant, *Sapcote* defendant. *Anno* 21. and 22. *Eliz.*

The plaintant setteth forth in her Bill, that she joyned with her husband in sale of part of her inheritance, and after some discord growing betweene them they seperate themselves; and one hundred pound of the money received upon sale of the Lands was allotted to the plaintant for her maintenance, and put into the hands of *Nicholas Mine* Esquire; and Bonds then given for the payment thereof, unto *Henry Golding* deceased to the use of the plaintant; which bonds are come to the defendant, as administrator to the said *Henry Golding* deceased, who refuseth to deliver the same to the plaintant, and hereupon she prayeth relieſe; the defendant doth demurre in Law, because the plaintant sueth without her husband; and it is ordered the defendant shall answer directly; *Mary Sanky*, alias *Walgrave* plaintant, *Goulding* defedant. *An.* 21. and 22. *Eliz.*

Feme covert sueth for maintenance put into anothers hands, he demurrs, but ordered to answer.

The plaintant served the two defendants with one Subpœna, but exhibited two Bills; the defendants appeared and answered the one, but not being served with any other Subpœna to answer the second departed; whereupon an Attachment is awarded against them; and ordered the defendants answering, the second Bill be discharged of the Attachment; *Ap Rice* plaintant, *Granoe & Grannoe* defendants. *An.* 21. and 22. *Eliz.*

One Subpœna served on two defendants; two Bills exhibited ordered to answer both.

The defendant demurred generally without shewing any manner of cause; and therefore or-

The defend. demurred,

generally ordered to anſwer.

ordered that a Subpœna be awarded againſt him to make a perfect anſwer; *Duffield* plaintant, *Greaves & aliis* defendants. *Anno* 21. and 22. *Eliz.*

Two executors exhibite two Bills, ordered to anſwer the one, the other diſmiſſed with coſts.

The plaintant as ſole Executor to *Robert Maunder* exbibited a Bill againſt the defendants for the ſame matter, for which the plaintant and *David Gome* as Executors to the ſame *Maunder* exhibited another Bill, and ordered that both Bills ſhould be referred; and if both for one cauſe, the defendants ſhall be diſmiſſed from one of the Bils with coſts; *Iohn Maunder* plaintant, *John Wright & alii* defendants. *An.* 21. and 22. *Eliz.*

Witneſſes examined in perpetuall memory, the one dead, and the other ſick, moved to uſe their teſtimony.

Chriſtopher Askame hath made oath, that *Iohn Beverhaſſet* being a deponent in perpetuall Memory is dead, and *Iohn Harriſon* another of the deponents is, and hath been of long time ſick, and not able to travell without danger of his life; and that their depoſitions are very needful for the plaintant to be given in evidence, in a matter now depending at the common Law; *Senhawes* plaintant, *Senhawes & alii* defendants. *An.* 22. *Eliz.*

A Subpœna ſerved within two dayes of the Termes end, the Attachment diſcharged anſwering.

The defend. made oath, the plaintant cauſed him to be ſerved with a Subpœna the *Saturday* before the end of the Terme, returnable the *Thurſday* following, being but two dayes before the end of the Terme, he the defendant dwelling in *Devonſhire*, ſevenſcore miles diſtant from *London*; wherefore the defend. could not conveniently appear, and make anſwer by the returne of the ſaid Subpœna; and yet nevertheleſſe the plaintant had procured out an Attachment againſt the defendant; therefore and for

that

that the plaintants Bill is but for evidences, it is ordered the defend. be discharged of the Attachment putting in his answer. *Smith* plaint. *Weare* defendant. *An.* 21. and 22 *Eliz.*

The sollicitor of the plaintant ordered to be examined with caution.

Upon certificate of *Henry Ugheard*, and *Thomas West* two Commissioners, that *Thomas Marshall* one of the defendants witnesses being warned by precept from them, refused to appear before them, and that *Roger Taylor* another witnesse appeared, but refused to be examined, because he sollicites the plaintants cause; it is therefore ordered that the defendant shall examine before one of the examinors of this court before the end of this Terme, as well the said *Roger Taylor* upon any Interrogatory, which shall not be touching the secrecie of the title, or of any other matter which he knoweth as sollicitor onely, as also the said Marshall, or any other necessary witnesse, whereof the defendant shall first set down their names, so that the plaintant may likewise examine them if he will; *Kelway* plaintant, *Kelway* defendant. *An.* 22. *Eliz.*

A Bill without a counsellors hand or Atturney retained dismissed.

It is informed that the plaintant exhibited his Bill without a Councellors hand, or retaining an Attorney; and the same is for matter formerly decreed; therefore ordered if cause be not shewed to the contrary; and if the Bill be to bring the matter in question that was decreed, then it is ta be dismissed; *Bingham* plaintant, *Warren* defendant. *Anno* 22. *Eliz.*

Iurisdiction of *Wales* overuled.

The defendant demurred upon the Bill for incertainty, which was certaine enough; And also for that all the parties are dwelling within the Jurisdiction of the Marches of *Wales*, which is no cause of demurrer for title of Lands; therefore

fore ordered if cauſe be not ſhewed, a Subpœna is awarded againſt the defendant to anſwer; *Keyes* plaintant, *Hill & uxor* Defendants. *Anno* 22. *Eliz.*

Jurisdiction of *Wales* overruled.

The plaintant exhibits his Bill touching a practiſe and miſ-behaviour ſuppoſed by the plaintant to be uſed by the defendant againſt him, in bringing him up by Subpœna, at the ſuite of one *Anthony Hinck*, whereas the plaintant never knew any ſuch man, and for divers other miſdemeanors uſed by the defendant in this Court towards the plaintant; the defendant demurred for that both parties dwell within the juriſdiction of the Marches of *Wales*, where hee ſuppoſes the plaintant is to ſeek his remedy, which kind of demurrer this court alloweth not, for that miſdemeanors committed in this court are moſt meet to be here examined; *Griffeth* plaintant, *Pearine* defendant. *Anno* 22. *Eliz.*

The defend. ſtayed by Injunction to pul down roomes to the preju-dice of ano-thers rooms.

The plaintant ſheweth by his Bill, that his houſe and the defendants are joyning together, and ſupported by one main wall ſtanding partly upon the Freehold of either of the ſaid parties; and the plaintant having alſo an entry, Garret and other neceſſary roomes ſtanding upon the Kitchin of the defendant, he the defend. went about to pull down the ſaid Wall, and thereby to overthrow the ſaid Garret; the defendant made title to ſome of the upper rooms, and hath pulled down part of the Wall; an Injunction is awarded to ſtay the defendant, to pull down any more of the Wall, or any other part of the ſaid houſe, whereby the ſaid upper Roomes may be overthrown, or impaired, untill the matter be heard; *Buſh* plaintant, *Field* defendant. *An.* 22. *Eliz.*

A

A Commission to examine witnesses on both parts upon 14. dayes warning to be given to the defendant, *Lucy* one of the defendants made oath, that neithen he nor *Varney* had any warning, but if any warning was given, it was given, to *Smith* the other defendant, who is little interessed in the cause, but made a party as the defendants councell suppoſeth to take away his testimony from the other defendants; Therefore ordered a Commission be awarded, whereof the said *Lucy* shall have the carriage directed to the former Commissioners, and 14. dayes warning shall be given to the plaintant, and he to examine if he will; *Hollingworth* plaintant, *Lucy*, *Varney* and *Smith* defendants. *Anno* 22. *Eliz.*

Upon a Commission warning given but to one defendant, a new Commission is granted, and the defendants to have the carriage.

Humphrey Loyde made oath, that he saw one *Lewis* leave a Subpœna in the Hall of the defendant, and that the defendant was at home the same time who hath not appeared; therefore an Attachment is awarded against the defend nt. *Anno* 22. *Eliz.*

A Subpœna left in the defendants Hall, an Attachment

A Commission to examine witnesses issued, but the plaintant at the place and day appointed brought not his Commissioners, nor the Commission, whereby the defendants Commissioners could not sit to examine, but the plaintant procured certaine witnesses to be examined before one of the Town Clarkes of *Yorke* touching the matter in variance, but ordered no witnesses so taken shall be received into this Court, nor the plaintant take any benefit thereby; and a new Commission is awarded: *Hareforth*, and *Lowther* plaintants, *Gates* defendant. *Anno* 22. *Eliz.*

Witnesses examined before the Towne Clark of *York* suppressed.

John Davis made oath that his boy served a Sub-

The server of a Sub-

pœna imprisoned, therefore Attachment against the defendant.

pœna upon the defendant, for the which the said boy was apprehended, and imprisoned in the Marches of *Wales*; therefore an Attachment is awarded against the defendant; *Dastoines* plaintant, *Apprice* defendant. *Anno* 22. *Eliz.*

Jurisdiction of *Wales* admitted.

The defendant made oath, that both the said parties dwell in the Jurisdiction of the Marches of *wales*; and that the matter of the plaintants Bill is but for a lease for yeares, and no title of Freehold; therefore dismissed, *Moore* plaintant, *Mashall* defendant. *Anno* 22. *Eliz.*

A rent reserved and paid, the heire ordered to pay it.

John Lord *Zouch* deceased late Father to the plaintant, did give the Mannor of *Winford Eagle* with th'appertenances in the County of *Dorset*, intailed to the Father of the defendant, reserving 40 l. a yeare rent to him and his Heires, and after about three yeares last past, granted 25 l. parcell of the said rent to the plaintants for their lives; and the defendants Father did attorne, and pay the rent to the plaintants, untill about two or three yeares before his death, which was about six years since, sithence which time the defendant being issue in taile and seized, refused to pay the said rent, but ordered by this court to pay it, if he shew not good cause to the contrary; *Zouch & uxor* plaintants, *Siddenham* defendant. *Anno* 22. *Eliz.*

A rent charge upon severall mens Lands, and levied upon one, an Injunction.

The plaintant seeketh relieſe by way of contribution, for that one of the defendants hath a rent charge out of this the plaintants lands, and out of one other of the defendants lands; and yet seeketh to lay the whole burthen of the rent charge upon his the plaintants lands; and because the defend. would not answer; therefore an Injunction is granted for staying of the

suits

ſuits of the rent; *Dolman* plaintant, *Vavaſor & aliis* defendants. *Anno* 22. *Eliz.*

It appeareth by oath that the defendant is both ſenſeleſſe and dumbe; and therefore cannot inſtruct his Counſell to draw his anſwer; and therefore ordered, that no Attachment, or other proceſſe of contempt be awarded againſt the defendant for not anſwering without ſpeciall order of this Court; *Altham* plaintant, *Smith* defendant; *An.* 22. *Eliz.*

A dumb man is not to anſwer upon ſubpœna.

The plaintant bought of the defendant the reverſion of a Copyhold, which he could not enjoy, confeſſed by the defendants anſwer; thereupon a Subpœna is awarded againſt the defendant to ſhew cauſe why he ſhould not repay the money received upon the bargaine. *Picketon* plaintant, *Littecote, & alii* defendants. *An.* 22. *Eliz.*

Money paid for a reverſion, which could not be enjoyed, ordered to repay the ſame.

The defendants were not ſerved with proceſſe; and yet the plaintant brought up divers witneſſes to be examined, but ordered they ſhould not be examined untill the defendants have anſwered; *Epiſcopus Salleſbury* plaintant, *Hinde* and *Hinde* defendants. *Anno* 22. *Eliz.*

No Witneſſes to be examined till the defendants have anſwered.

The plaintant was drawne to drinke, and filled with drink, ſpoke ſome words againſt the defendant, for which he brought an action upon the caſe at the common Law; whereupon the plaintant exhibited his Bill of complaint; and got an Injunction *pro non ſolutione Finis.* It is ordered that the defend. paying the Queenes fine ſhall have liberty to proceed, and the Bill to be diſmiſſed: *Qui peccat ebrius, luat ſobrius*, *Kendrick* plaintant, *Hopkins* defendant. *Anno* 22. *Eliz.*

An action againſt a drunken mans words ſeeketh reliefe, but is diſmiſſed.

Foraſmuch

A Subpœna shewed and offered, Attachment for not appearing.

Forasmuch as the Major of *Barnestable* hath certified, that *John Barker* made oath before him, that he did shew and offer to deliver to the defendant a Subpœna which he would not accept and hath not appeared; therefore an attachment; *Peris* plaintant, *Thomas* defendant. *Anno* 22. *Eliz.*

Witnesses examined 1. and 2. *P.* and *M.* ordered to prefer a Bill for publication.

The plaintants made motion to have publication of witnesses taken 1. and 2. *Philip* and *Mary*, betweene one *Thomas Shrub* then plaintant, and now deceased, whose daughters and Coheires the plaintants wives are, and *Henry Barnard* then defendant now likewise deceased, touching lands in the occupation of the defendant; and ordered the plaintants shall exhibite a Bill for publication against the defendants, and call them by the Subpœna to answer, and then order shall be taken: *Clarke & uxor Pappwell & uxor Stockes* plaintants, *Eve Mellers*, and *Wodham* defendants. *Anno* 22. *Eliz.*

Attachment discharged by *Supersedeas*, paying the ordinary Fees.

The defendant was served with a Subpœna at the suit of *Hanmer*, and for want of a Bill got costs; and the plaintant upon Affidavit that the defendant was served with a Subpœna at his suit, got an attachment against the defendant, whereupon he was apprehended, and returned *languidus*; It is ordered that the attachment be discharged by *Supersedeas*, the defendant paying 20 s. 6 d. to the Warden of the Fleet, and the ordinary charges to the plaintant: *Brearton* plaintant, *Ap Roberts* defendant. *Anno* 22. *Eliz.*

The defendants wife examined as a witnesse.

It is informed that *Golefton* one of the defendants examined his own wife as a witnesse; It is thereofore ordered the plaintant may take a Subpœna against her on his behalfe, and if *Colston*

ſon will not ſuffer her to be examined on the plaintants party, then her examination on the ſaid *Colſtons* party is ſuppreſſed; *Bent* plaintant, *Allen* and *Colſton* defendants. *Anno* 22. *Eliz.*

Upon the hearing of the cauſe it appeared that the ſuit was to be releived of a promiſe made by the defendant to the plaintant, to ſurrender a leaſe upon payment of 100 Markes by the plaintant unto him, and for that the matter is meet for the common Law, therefore diſmiſſed: *Grevill* plaintant, *Bowker* defendant. *Anno* 22. *Eliz.* Suit upon a promiſe to ſurrender a leaſe diſmiſſed.

The Court was informed by one *Palmer*, that the three defendants are his ſervants, and were ſerved with Subpœna to be examined before the Town Clark of *London*, who refuſed to be there examined, becauſe the matter is not depending in *London*, but in her Majeſties Bench; and yet Attachment is gotten againſt them, which kind of examination of witneſſes, this Court taketh to be unorderly, and therefore ordered the Attachment be diſcharged; *Price* plaintant, *Tench Holland* and *Packhouſe* defendants. *An.* 22. *Eliz.* Subpœna to teſtifie where no cauſe was depending diſcharged.

The Earle of *Huntingdon*, Preſedent of the North ſignified by his Letters to the Lord Chancellor, that the lands for which the Bill is exhibited were ordered for the defendant by the Counſell of the North parts, where the parties dwell, and land lyeth; and the now plaintant upon ſerving his Subpœna was ordered by the councell there to ſurceaſe his ſuit in this Court, and ſtand to the order of the ſaid counſell; and yet the plaintant hath procured an Attachment againſt the defendant; therefore ordered the Attachment be diſcharged, and the matter Juriſdiction of the North allowed.

matter diſmiſſed: *Harriſon* plaintant, *Harriſon* defendant; *An.* 22. *Eliz.*

Juriſdiction of the Exchequer diſallowed.

The defendant demurred becauſe he is the Lord Treaſurers man; and therefore ought to be priviledged in her Majeſties court of Exchequer, which cauſe of demurrer the Court allowed not for that the defend. can have no priviledge, unleſſe it were in ſuch a caſe as the plaint. might have remedy in the Court of *Exchequer*: *Lewin* plaintant, *Fawdeſley* defendant. *An.* 22. *Eliz.*

A Subpœna cautelouſly ſerved, Attachment againſt the plaintant.

The defendant made oath the plaintant ſhewed him a Subpœna, holding it in his own hand, and ſaid it was againſt him, but would not let him have it, or ſee it, ſo that he might read it; neither would he deliver him any note of his appearance, nor tell him the ſame, but took witneſſe that he had ſerved the Subpœna, and about an hour after came again to the defendant, ſaying you were deſirous to ſee the Subpœna, here it is, and thereupon ſhewed the labell to the defendant, but in ſuch ſort as he could not ſee the returne; whereupon the defendant appearing found no Bill; therefore Attachment againſt the plaintant for miſdemeanor: *Mead* plaintant, *Croſſe* defend. *An.* 22. *Eliz.*

A Bill for tuition of an infant.

The plaint. is Grandfather on the Mothers ſide, to whom the Lands cannot come by the death of the infant, exhibiteth a Bill againſt the Grandfather on the part of the fathers ſide, to have the education, and bringing up of one *Richard Edge* an infant, who is ſeized of an Eſtate Taile of Lands, the remainder to the defendant, and to have the diſpoſing of the profits of the Lands: But ordered with the defendant, for that

that it appeared there were divers remainders between the defendants and the infants eſtate : *Sweetman* plaintant, *Edge* defendant. *An* 20. *Eliz.*

Francis plaintant, *Sacheverill* defendant. The defendant is adjudged to pay to *John Hide* 20 s. coſts, he appearing upon a Subpœna, to teſtifie on his behalfe. *An.* 22. *Eliz.*

Coſts for a witneſſe ſerved to teſtifie.

The plaintant purchaſed Lands of the defend. *An.* 2. *Eliz* And had a Recognizance then acknowledged unto him, for performing Covenants of the bargaine and ſale, and put one in truſt to get both the indenture, and Recognizance inrolled, and paid him for the ſame; and now being evicted out of the poſſeſſion of the lands, came to take out a *ſcir. fac.* upon the Recognizance, but finds it not inrolled; and therefore deſireth the ſame might now be inrolled; It is ordered that a Subpœna be awarded againſt the defendant, to ſhew cauſe why it ſhould not; and M. Solliciter who is preſent at the motion, is to give notice to ſome of his Clients, who have purchaſed (as he alleadged) parcell of the lands to ſhew cauſe why it ſhall not be inrolled : *Siddenham* plaintant, *Harriſon* defendant. *An.* 22. *Eli.*

Deeds neglected to be inrolled a Subpœna to ſhew why not.

The defendants informe that the Bill is exhibited for certaine Lands parcell of the Dutchy of *Lancaſter*; and therefore ordered that for ſo much it ſhall be diſmiſſed; *Price* plaintant, *Lloyd Owen*, and *Read* defendants. *Anno* 22. *Eliz.*

Juriſdiction of the Dutchy of *Lancaſter* allowed.

The matter upon hearing appeared to be for a promiſe, wherewith the defendant chargeth the plaintant, and 12 d. in money accepted upon the ſaid promiſe, whereupon ſome trials, or non ſuits have paſſed; it is orded that for the ending of the ſaid matter of promiſe, that the

The matter of aſſumpſit refered to the common Law.

matter be referred to the Common Law to be tryed; *Sutton* plaintant, *Erington* defendant. *An.* 22. *Eliz.*

Feme ſole ſueth out a Subpœna, and the ſame day is married, diſmiſſed with coſts.

The defendant informed he was called upon by Subpœna dated the 8. of *February*, and by anſwer ſaith the ſaid *Iane Piers* was married the 8. of *February*, and ſo at that time purchaſing the Writ a woman Covert; therefore the defendant is diſmiſſed with 13 s. 4 d. coſts; *Iane Peirs* plaintant, *John Cawſe* defendant. *Anno* 22. *Eliz.*

The plaint. enters upon the defend. poſſeſſion ordered, either a diſmiſſion, or injunction.

The defendant was in poſſeſſion at the time of the Bill exhibited, the plaintant entered upon him; the defendant deſired that either he might have an Injunction for his poſſeſſion, or elſe that the cauſe might be diſmiſſed, which the Court thought reaſonable; it is ordered the plaintant ſhall ſhew cauſe why it ſhould not be granted; *Hill* plaintant, *Portman* defendant. *Anno* 22. *Eliz.*

Prohibition for Tithes, parcell of the Dutchy of *Cornewall*, but conſultation if cauſe be not ſhewed.

The plaintant *Thomas Hilliar* exhibited his Bill againſt the ſaid *William Kendall*, that the ſaid *Thomas Hilliar* was ſeized in Fee of two Meſſuages, 70. Acres of Paſture, Furzes, and Heath in *Lanlivery*, parcell of the Queenes Majeſties Dutchy of *Cornewall*; and thereupon a prohibition againſt the ſaid *Will. Kendall*, libelling in the Spirituall Court for Tithes, as Farmer to the ſaid *Batten* Vicar there, pretending that right of Tythes for lands holden of her Majeſty, as of her Dutchy of *Cornewall* ought to be determined in this Court; and alſo that the ſaid *Iohn Hilliar* had exhibited the like Bill, and procured a prohibition out of this Court againſt the ſaid *Batten*; It is ordered a Subpœna be awarded againſt

againſt the plaintant, to ſhew cauſe why a conſultation ſhould not be granted; *Hilliar* and *Hilliar* plaintants, *Lendall* and *Batten* defendants. *Anno* 22. *Eliz.*

Perjury in making oath for impotency, one of the ſame name ſued for it, and diſcharged.

Oath was made in the name of one *Edward Iones*, that the defendant *Eaton* was ſick, and the reſt impotent, and not able to travell; whereupon a Commiſſion was awarded to take their anſwers in the Countrey; now *Edward Iones* of *Ruthin* was called up at the plaintants ſuite by proceſſe for perjury, and alleadged he was not the party that made the oath, and brought a Certificate to juſtifie he was at *Ruthin* when the oath was taken; therefore he is diſmiſſed: *Brearton* plaint. *Eaton & uxor & aliis* defendants. *Anno* 22. *Eliz.*

A witneſſe not able to travell, diſcharged of contempt.

Griffen Price made oath that where the plaintant ſerved a ſubpœna upon him to appeare before Commiſſioners, to teſtifie on the plaintants party, he the ſaid plaintant did not give or tender him the ſaid *Griffen* any money for his charges; and alſo that he was ſick then and not able to travell; therefore ordered the ſaid *Griffen* be diſcharged of the proceſſe of contempt gotten out againſt him for not being examined: *More* plaintant, *Wareham* defendant. *Anno* 22. *Eliz.*

Juriſdiction of *Wales* not allowed for a promiſe.

The plaintant ſeeketh to have the defendant to aſſure him certaine lands ſold him by the defendant, in conſideration of great ſums of mony already paid for the ſame, according to the promiſe of the defendant made in that behalfe; the defendant demurreth for that the ſame promiſe was made within the Juriſdiction of *Wales* where both parties are dwelling; but this ſeemeth to the Court no ſufficient cauſe of demurrer; and

therefore ordered a Subp. be awarded to the defendant to answer: *Hatton* plaintaint, *Prince* defendant. *Anno* 22. *Eliz.*

A Commission to answer, he returned a demurrer, therefore Attachment.

The defendant took out a Commission to take his answer in the Countrey and returned a demurrer; therefore the plaintant took out an attachment which this Court liked well, for that the defendant did not directly answer; yet in regard of an oath made for the defendants impotency a new Commission is granted to take his answer, and discharged of the Attachment paying the ordinary Fees: *Paine & aliis* plaintants, *Carew* defendant. *Anno* 22. *Eliz.*

A Councellor not to be examined of any matter, wherein he hath been of Councell.

The plaintant seekes to have Master *Oldsworth* examined touching a matter in variance, wherein he hath beene of councell; it is ordered hee shall not be compelled by Subpœna, or otherwise to be examined upon any matter concerning the same, wherein he the said Mr. *Oldsworth* was of councell, either by the indifferent choyce of both parties, or with either of them by reason of any Annuity or Fee: *Dennis* plaintant, *Codrington* defendant. *Anno* 22. *Eliz.*

A Billet in paper served, and no Bill in Court costs is awarded.

The said *Coleman* maketh oath the said *Porter* did deliver him a Billet in Paper, and did shew him a thing in yellow Wax; and told him it was a Subpœna, but did not declare to him at whose suit; therefore the said *Porter* is adjudged to pay to the defendant 20 s. costs for want of a Bill: *Porter* plaintant, *Coleman* defendant. *Anno* 22. *Eliz.*

Feme covert, whose husband is in the Gal-

The plaintant shewed by his Bill that he fraughted a Ship into *Spaine* which was there confiscate and all his goods, for the defendants husband

husband being Maſter of the Ship had an Engliſh Book found in the ſhip contrary to the Laws there, which he was forewarned of, and knew the Lawes, and the defendants husband was condemned to the Gallies 14. yeares; and ſithence the plaintant, as well for his own relieſe, as for the relieſe of the defendant deviſed to obtaine licenſe from her Majeſty, for tranſporting 60. Tuns of Bear, yearly for eight yeares, the commodity whereof to be equally between them; and the Bill exhibited to her Majeſty was in both their names, and the party of the charge; but the defendant cautiouſly got the ſame altered into her own name, and hath ſold the ſame away without yeelding the plaintant any profit; The defendants doth demurre, becauſe ſhe is a Feme covert; it is ordered a Subpœna be awarded againſt her to make a better anſwer: *Caſtleton* plaintant, *Alice Fitz-williams* defend. *Anno* 22. *Eliz.*

Ladies muſt anſwer matter of equity wherewith ſhe is charged.

Thomas Jones made oath that a Writ of Injunction was left at the houſe of the defendant; and the plaintant maketh oath the defendant hath proceeded in a ſuit in the Kings Bench contrary to an Injunction; therefore an Attachment. *Bodnam* plaintant, *Morgan* defendant. *An.* 22. *Eliz.*

Injunction left at the defendants houſe and diſobeyed, an Attachment is awarded.

Lower plaintant, *Crudge* defendant, *& uxor*, *& alii* defendants. *Peter Prowſe* made oath that *R. G. N. G. Jo. B.* and others having notice given unto them of an Injunction awarded out of this Court againſt the defend. have diſobeyed the ſame; therefore an Attachment is awarded againſt them. *Anno* 22. *Eliz.*

Conſil.

Matthew Davis made oath that the defendant was

Coſts for want of a Bill.

was ſerved with a Billet of Paper at the plaintants ſuit, and upon his appearance no Bill in Court againſt him; therefore the plaintant is adiudged to pay the defend. 30 s. coſts; *Griffeth & alii* plaintants, *Ap Jenn*, *Ap Jenkins* defendants. *An.* 22. *Eliz.*

Iuriſdiction of Wales allowed.

The defendant maketh oath that all the parties are inhabiting, and dwelling within the Juriſdiction of the Marches of *Wales*; and for that it appeareth by the plaintants Bill, that the matter therein contained is for a ſuppoſed Leaſe, and for no title of land; therefore the cauſe is diſmiſſed, and the plaintant referred to take his remedy, before the Commiſſioners of the Marches of *Wales*; *Arden* plaintant, *Veale*, and *Veale* defendants. *An.* 22. *Eliz.*

A Writ of priviledge diſallowed.

The defendant got a Writ of priviledge as Servant to the Lord Keeper, and removed two ſeverall ſuits againſt him by the plaintant in *London*; foraſmuch as the Lord Keeper declared in open Court, that the defendant is not now his ſervant; therefore ordered that the ſaid two ſeverall cauſes be remaunded into *London*, and the defend. not to be allowed priviledge of this Court: *Warren* and *Clerke* plaintants, *Ralph Maynard* defendant. *An.* 21. *Eliz.*

Bayliffes of a Corporation not compellable to make a Leaſe.

The plaintant ſeeketh to compell the defendants to make unto him a leaſe, by reaſon of a promiſe made by *William Alleſtre*, and *Anthony Bat*, when they were Bayliffes of the ſaid Town, and ordered that the Corporation, nor any perſon which heretofore have been, nor which hereafter ſhall be Bayliffes of the ſaid Town, ſhall in any wiſe be charged as Bayliffes with the ſaid promiſe; but the plaintant if he will may take

take his remedy againſt the ſaid *Alleſtre*, and *Bat*, not as Bayliffes, but as common perſons; *George Strainger* plaintant, *Beynbridge*, and *Edward Turnes* lates Bayliffes of *Derby* defendants. *Anno* 21. *Eliz.*

Nicholas Dyer made oath that the defendant hath broken an order made in this Court; therefore an Attachment againſt him; *Margaret Stephens* plaintant, *John Bawden* defend. *Anno* 21. *Eliz.* Attachment for breaking an order in Court.

Chriſtopher Almy, *Chriſtopher Frome*, *James Wood*, *& alii* inhabitants *de Magna Aſhley* plaintants, *James Pycroſt* defend. the matter being for Hay, Corne, and Graſſe upon oath not worth 40 s. It is by order diſmiſſed, for that it is of ſo ſmall a Value. *An.* 21. *Eliz.* Suit for Hay, Corn, and graſſe not worth 40 s. diſmiſſed.

Parrot & alii plaintants, *Pawlet* defendant; The ſuite being for the benefit of the poore of *Drayton*; it is retained though under 40 s. *per annum*. 21. *Eliz.* Suit for the poor of a pariſh under 40 s. *per annum*, retained.

Foraſmuch as *Richard Stodard* Juſtice, and *Portrive*, and others his brethren of the Borough of *Minxhead* have certified under their common Seale, that one *Nicholas Hooper* made oath before them for ſerving of a Subpœna on the defend. who hath not appeared; therefore an Attachment is awarded. *Hooper & Hooper* plaintants, *Brace & uxor* defendants. *Anno* 21. *Eliz.* Attachment upon oath, before the Portrive of *Minxhead*.

Meerefield plaintant, *Cleverden* defend. upon certificate made by the Major of *Torrinton* of ſerving a Subpœna, that Affidavit was made before him, for ſerving it upon the defendant who hath not appeared; therefore an Attachment is awarded. *Anno* 21. *Eliz.* *Conſil.*

A decree for the plaint. yet put out of poſſeſſion by the defendant.

A decree was made for the plaintant for a Coppyhold tenement, and yet the defendant put the plaintant out of poſſeſſion, notwithſtanding the ſaid decree; and the Lord Keeper did write his Letters to the defendant, to ſuffer the plaintant to enjoy the ſame Tenement according to the decree: *Lane* plaintant, the Lord *Howard* Viſcount *Bindon* defendant. *Anno* 21. *Eliz.*

Defendant departing without licenſe an Attachment.

The defend. was examined upon interrogatories upon the breach of an order of this Court, and departed without lycenſe; therefore an Attachment; *Boyle & uxor* plaintants, *Vivean* defendant. *An.* 21. *Eliz.*

Attachment diſcharged paying the plaintant 10 s. coſts.

The defendant being ſerved with a Subpœna the laſt Terme, and coming up out of *Cornwall* to *London*, heard by common voyce, the Terme was adjourned, and therefore did goe back againe, and the plaintant got an Attachment againſt him, who hath appeared *gratis*, and put in his anſwer; and therefor he ſhall be diſcharged of the Attachment, paying 10 s. to the plaintant for his coſts: *Strangman* plaintaint, *Vivean* defendant. *Anno* 21. *Eliz.*

Liberty for a common Fiſhing.

The queſtion was for a liberty of common Fiſhing, and ordered for the plaintant; and upon Affidavit made the defendants have broken the ſame, ordered an Attachment ſhall goe againſt them; Bayliffes, Burgeſſes, and Commonalty of the Town of *Yarmouth* plaintants, *William Paſton, & aliis* defendants. *An.* 21. *Eliz.*

A Bond put in ſuit, for not performing an a-

The plaintant and his Father were bound to the defendant in 500 l. to ſtand to the award of Sir *James Dyer* Knight, and Lord chiefe Juſtice, who arbitrated that the plaintant, who had the reverſion

reverſion in Fee, and the Father who had the Eſtate for life, ſhould make ſuch aſſurance as the defendant ſhould reaſonably deviſe. ward ſtayed by Injunction.

The defendant did tender an aſſurance to the Father to be ſealed, who being old and blind, deſired time to confer with his friends; the plaintant upon requeſt ſealed the aſſurance, and his father afterwards ſent word to the defendant he was willing to ſeale it, but the defend. anſwered he did not paſſe whether he did or no, becauſe he had but an eſtate for his life, and the defend. had his bond to enjoy it during his life, which he did accordingly; and yet nevertheleſſe the defendant put the bond in ſuite upon his Fathers ſaid refuſall, but ſtayed by Injunction: *Knight* plaintant, *Hartwell* defend. *Anno* 21. *Eliz.* Injunction to ſtay ſuit at common Law.

A Commiſſion of Rebellion for not payment of coſts was awarded againſt the defend. to one *John ap David*, who did thereupon apprehend the defend. and for his more ſafe keeping delivered him to *Thomas Moſton* Eſq. High Sheriffe of the County of *Flint*, who took charge of the priſoner accordingly, and now refuſeth either to deliver the priſoner to the Commiſſioner, or to bring him himſelfe into the Court at the day; day is therefore given to the ſaid *Thomas Moſton* the late Sheriffe, to bring into this Court the body of the ſaid defend. by *Thurſday* next upon paine of 10 l. *Evans Clerke* Deane of Saint *Aſaph* plaintant, *Ap Rees*, *ap Bennet* defendants. *Anno* 21. *Eliz.* Commiſſion of Rebellion for not payment of coſts.

The defendant was ſerved with a counterfeit Subpœna, at the plaintants ſuit, but anſwered not becauſe he was told the Subpœna was counterfeit; The defend. diſcharged of the

Attachment becauſe the Subpœna was counterfeit.

terfeit; thereupon an Attach. iſſued againſt him ordered, that as well the defendant be diſcharged of the Attachment awarded againſt him as the ſaid Baily, who as the defendant made oath delivered the counteſeit proceſſe to him, to ſhew where, and of whom he had the Subpœna: *Baily* plaintant, *Hawle* defend. *Anno* 21. *Eliz.*

An award ordered to be performed.

The Suit was to cauſe the defendant to performe an award of Arbitrators choſen by themſelves, contrary to which award the defendant hath put in ſuite an obligation of 100 l. wherefore an Injunction was granted for ſtay of the ſuit; and upon the defendants ſhewing his readineſſe to perform the award, ordered that the ſaid award ſhall be duly performed by both the ſaid parties: *Reignolds* plaint. *Latham* def. A. 21. E.

The defendant licenſed to depart after anſwer in a writ of priviledge.

Mathew Carew one of the Maſters of this Court plaintant, *Thomas Burſſam* defend. The defend. appearing this Terme upon an Attachment of priviledge at the plaintants ſuit hath put in baile; and anſwered to the Declaration of the plaintant: therefore the defend. is licenſed to depart till 15. *Paſchæ* next. *An.* 21. *Eliz.*

The defendant committed to the Fleet for a Reſcue, brought an action for a falſe returne.

Richard Champion a Commiſſioner in a Commiſſion of rebellion returned a Reſcue againſt *Guy Bonvill*, whh being examined, and his examination referred to two Maſters of the Court, was found to have confeſſed the reſcue; whereupon he was committed to the Fleet, and yet afterwards brought his action upon the caſe at the common law, againſt the ſaid *Champion* for his falſe returne; ordered that a Subpœna be awarded againſt the ſaid *Guy Bonvill*, to ſhew cauſe why an Injunction ſhould not be awarded againſt him for ſtay of his action upon the Caſe;

but

but afterwards, *viz.* 21. *Eliz.* the defendant was allowed to goe forward in his action upon the caſe at the common Law, becauſe either of the parties there may plead his matter; *Ioan Bonvill* widdow plaintant, *Bonvill* and *Mary Billinghay* defendants. *An.* 21. *Eliz.*

The plaintants exhibited a frivilous Bill without a Counſellors hand, and got an Injunction for ſtay of any ſuit to be commenced in any of her Majeſties Courts, but in this, which Subpœna and Injunction being ſerved ſeemed to be counterfeit; therefore ordered a Subpœna be awarded againſt the plaintants, as well to ſhew of whom they had the ſaid Writ, and to anſwer their miſdemeanors, as alſo to pay the defend. coſts for his unjuſt vexation; *John ap Edward, Ap Hugh*, and *David ap Howel, ap Jenkin* plaintants, *Ralfe Ienkin* defendant. *An.* 21. *Eliz.*

Subpœna againſt the plaintant to ſhew where he had his counterfeit Writs, and anſwer his miſdemeanor, and pay coſts.

The defendants made oath they were ſerved with Billets of Paper at the plaintants ſuit, and upon their appearance no Bill in Court againſt them; therefore the plaintant is adjudged to pay the defendants 40 s. coſts; *Edmund Williams* plaintant, *Evan Williams*, *David Morgan*, and *Merick Granaowe* defendants. *An.* 21. *Eliz.*

Coſts for want of a Bill.

Brown alias *Garris*, alias *Pawdy* plaintant, *Stuit* defendant made oath that he was ſerved with a Billet in Paper, and upon his appearance no Bill in Court, and the defendant hath loſt the billet of Paper, and yet coſts is awarded. *Anno* 21. *Eliz.*

Coſts for want of a Bill, the Billet being loſt.

The defendant put in a demurrer to the plaintants Bill, without ſhewing any cauſe of his demurrer; it is therefore ordered that a Subpœna be awarded againſt him to make a better anſwer

A demurrer without ſhewing any cauſe ordered to anſwer.

anſwer; *Offeley* plaintant, *Morgan* defendant. *Anno* 21. *Eliz.*

Five pound diſmiſſed

The matter complained of by the Bill is for 5 l. debt for Fiſh, therefore diſmiſſed; *Foord & Foord* plaintants, & *Richards* defendant. *Anno* 21. *Eliz.*

Commiſſion to take the defendants anſwers, they being 70 yeares old a peece.

Symonds Brocebridge made oath that the ſaid *Elizabeth* and *Anne*, two of the defendants are above the age of 70. yeares a peece, and that the ſaid *William* was comming up to *London* in his company, and they were both robbed, and *William* his horſe taken from him, whereby hee could not come to make his appearance; therefore a Commiſſion is granted to take all the ſaid defendants anſwers in the countrey: *Hill* plaintant, *Elizabeth Worley* widdow, *William Stapleton*, and *Anne* his wife defendants. *Anno* 21. *Eliz.*

20. of *Feb.* Sir *Nicholas Bacon* dyed, 12 of *April*, the Seale delivered to Sir *Thomas Bromley*.

Memorand. that the 20. day of *February* laſt, Sir *Nicholas Bacon* Knight, Lord Keeper of the Great Seale of *England* dyed at *York* houſe, and the Seale being the ſame day ſent for by the Lord Treaſurer, remained with the Queenes Majeſty till the 12. day of *April* laſt, on which day the ſame was delivered to Sir *Tho. Bromly* Knight, Lord Chancellor of *England*. *Paſchæ*. 21. *Eliz.*

Councell on both ſides to attend concerning the ratifying of an award.

Whereby an order of the 10. of *Feb.* laſt, a Subpœna was awarded againſt the defendant, to ſhew cauſe wherefore an award therein mentioned ſhould not be ratified: Now Mr. *Flowerdew* of councell on the defendants behalf informeth, that the ſaid award was not made by any order of this court; and therefore deſired that the ſaid defend. may not be compelled to performe the ſame. It is ordered that Councell on both ſides ſhall attend the morrow ſevennight, and then

then order ſhalll be taken; *Barkley Miles* plaintant, *Moore* defendant. *Anno* 21. *Eliz.*

The plaintant exhibited his Bill as a priviledged man to Sir *Francis Kempe*, Prothonotary of this Court, for Lands lying in the County Palatine of *Cheſter*; and for that it appeared by Letters Patents openle ſhewed in Court, under her Majeſties Great Seale of *England*, that this Court by any priviledge ſhould not hold plea of any Lands lying within the ſaid County Palatine, It is therefore ordered to be diſmiſſed, if the plaintant ſhew not good cauſe: *William Lomley* plaintant, *Thomas Greene*, *Thomas Marlow*, *Robert Taylor*, and *James Wagge* defendants. *An.* 21. *Eliz.* Juriſdiction of *Cheſter* allowed.

The plaintant was adjudged to pay the defen. 37 s. 6 d. coſts, for that he being ſerved with Subpœna in *Hillar. Terme* appeared, and by his anſwer diſclaimed; and yet after the plaintant ſerved him with a Subpœna to rejoyne; but afterwards the ſame coſts were diſcharged by motion, for that the defendant had before the coſts put in his rejoynder, but upon a diſclaimer no coſts is to be allowed: *Read* plaintant, *Hawſtead* alias *Lane* defendants. *Anno* 21. *Eliz.* No coſts to be allowed upon a diſclaimer.

The defendant was taken upon a Commiſſion of Rebellion at the plaintants ſuite, required his coſts to be allowed him, the Court asking the opinion of the Clerkes, it was agreed with one conſent, that he ſhould have his coſts allowed; therefore ordered accordingly: *Morgan* plaint. *Ap John Gowge* defendant. *Anno* 21. *Eliz.* Coſts allowed the defendant, being taken upon a Commiſſion of rebellion.

The defendant maketh oath that he was ſerved with a Billet in paper at the plaintants ſuit, which Billet he loſt by misfortune; and upon his Coſts for want of a Bill the Billet loſt.

his appearance no Bill is in Court againſt him; therefore coſts is awarded: *Brown*, alias *Garris*, alias *Pawdy* plaintant, *Stoyck* defend. *Anno* 21. *Eliz.*

A Commiſſion to examine witneſſes in perpetuall memory.

The plaintant exhibited his Bill to examine witneſſes in perpetuall memory, touching a leaſe of Lands, which hee and thoſe by whom hee claimeth, hath enjoyed 40. yeares; the defendant by anſwer claimeth the Lands as Coppyhold of inheritance to Mr. *Sowthwell*, who is owner of the inheritance, and within age; and therefore prayed that no witneſſes might be examined, till Mr. *Southwell* be of full age; and yet becauſe the witneſſes being old, and may dye in the interim, therefore a Subpœna is awarded againſt the defend. to ſhew cauſe why a Commiſſion ſhould not be granted: *Hearing* plaintant, *Fiſher* defendant. *An.* 21. *Eliz.*

Attachment for not appearing.

John Budden maketh oath that the defendants confeſſed unto him they were ſerved with a Subpœna at the plaintants ſuite and have not appeared; therefore an Attachment is granted: *Perry Ar* plaintant, *Gatter* alias *Sharde*, and *Cole* defendants. *An.* 21. *Eliz.*

Diſmiſſion for that they have been in poſſeſſion 100. years.

Upon the hearing of the matter for the Manor of *Laughtor*, and the Advowſon of the Church of *Laughton*, in the County of *Bucking.* it appeared that the defendants and they from whom they claimed, have beene in poſſeſſion 100 yeares with divers diſcents; therefore the defendants are diſmiſſed: *Kinſton* plaintant, *Pigot & aliis* defendants. *Anno* 21. *Eliz.*

Attachment for putting in a demurrer inſtead

The defendant in *Hillar.* Terme made oath that he could not anſwer without ſight of evidences in the Country; and having day given him

him he now hath put in no anſwer, but a demurrer contrary to the orders of this Court; therefore an attachment is awarded againſt the defendant: *Farmer & aliis* plaintants, *Fox* defendant. *Anno* 21. *Eliz.* of an anſwer.

John Harry made oath for the ſerving of a Subpœna on the defendants to rejoyn; therefore *Munday* next is given to the defendants to rejoyne or elſe to loſe the benefit thereof: *Ioanes & aliis* plaintants, *Whitney*, *Miles*, *& aliis* defendants. *An.* 21. *Eliz.* Day given to the defendant to rejoyne.

Whereas a Commiſſion iſſued out to examine witneſſes on both parties, which is returned executed upon oath made by *Giles Brever*, that he ſerved precepts from the Commiſſioners upon *W. S. Tho. Lin. T. C.* and *Jo. Peers* to be examined on the defendants behalf before the ſaid Commiſſioners who appeared not; it is therefore ordered that a new Commiſſion be awarded to the former Commiſſioners at the defendants charge, as well to examine the ſaid four witneſſes as any other: *Shepheard* plaintant, *Shepheard & aliis* Defendants. *An.* 21. *Eliz.* A new commiſſion to examine witneſſes, becauſe they appeared not before.

The Duke of *Northumberland* acknowledged a Recognizance of 1000 Markes to the Lord *Cromwell*, and after granted certaine Lands to the defendant; afterwards both the Duke, and the Lord *Cromwell* were attainted of Treaſon, whereby the Recognizance came to the Queen, and in her name was put in ſuit by one *Lane*, to whom her Majeſty had granted the ſame recognizance, who ſought to extend the defendants ſaid Lands alone, whereas there are divers other Lands to a great valew in other mens hands lyable to the ſaid Recognizance; therefore it is ordered Not to extend one mans Lands onely, where many are ſubject.

ordered that no Liberate goe out upon the ſaid extent untill the Court order the ſame : The Queenes Majeſty plaintant, *Colborne* defendant, *Anno* 21. *Eliz.*

Injunction to ſtay ſuit at Common Law.

The plaintant ſought to be relieved upon an Obligation of 300 l. which he entred into to make a joyneture unto his wife, in conſideration of 174 l. promiſed to him by the defendant in marriage, which was never paid unto him; therefore an Injunction is awarded, if cauſe be not ſhewed: *Oſborne* plaintant, *Havers* defend. *An.* 21. *Eli.*

A new Commiſſion to the defendant, and publication is ſtayed of witneſſes examined by the plaint. in Court.

The plaintant and defendant both joyned in Commiſſion to examine witneſſes, and the plaintant having the carriage of the Commiſſion, did not execute the ſame, but did examine witneſſes here in Court; therefore ordered the defend. ſhould have a new Cõmiſſion to the former Commiſſioners, wherein the plaintant might alſo examine if he liſt; and at the returne thereof publication, and in the meane time publication is ſtayed: *Mackworth* plaintant, *Swayefield, & alius* defendants. *An.* 21. *Eliz.*

The defendant not to anſwer, till a Counſellors hand be put to the Bill.

A frivolous Bill was exhibited againſt the defendant, without a Councellors hand; and therefore ordered the defendant ſhould not anſwer, untill a Councellors hand were put to the Bill, and the contempt for not anſwering is ſuſpended: *Farly* plaintant, *Childe* defendant. *An.* 21. *Eliz.*

Diſmiſſion the Lands being under 40 s. *per annum.*

The defendant made oath that the Lands complained of by the plaintants Bill is under 40 s. *per annum*, therefore diſmiſſed: *Pottinger* plaintiffe, *Cogayne* defendant. *Anno* 21. *Eliz.*

Injunction to ſtay a

The plaintiffe ſued here to be relieved for a Leaſe

leaſt of one thouſand yeares of certaine Lands, and depending the ſuite, the defendant by *quo minus* out of the Exchequer, being Tenant of other Lands to the Queene, brought an *Ejectione firme* againſt the under Tenants of the plaintant; therefore an injunction to ſtay the ſaid ſuit of *Quo minus* if cauſe be not ſhewed: *Ioanes & aliis* plaintants, *Whitney Miles*, *& aliis* defendants. *Anno* 21. *Eliz.*

ſuite of *Quo minus*, in the Exchequer.

The plaintant made oath for the ſerving of a Subpœna on *Mary Cavendiſh*, *Iohn Gilgate*, *William Pipe*, and *Edmond Stiles*, to appeare before Commiſſioners to be examined on his behalfe; therefore an Attachment is awarded againſt them: *Turnor* plaintant, *Warren* defendant. *Anno* 21. *Eliz.*

Attachment againſt witneſſes, ſerved to teſtifie.

Iohn Quippe made oath the defendant confeſſed he was ſerved with a Subpœna for coſts, and hath not paid it; therefore an Attachment: *Suell* plaintant, *Rogers* defendant. *Anno* 21. *Eliz.*

Attachment for coſts.

The defendant ſince the Bill exhibited, commenced ſeverall ſuites at the common Law for the cauſe here complained of againſt the plaintant, and his under Tenants; therefore an Injunction is awarded againſt him: *Thoroughgood* plaintant, *May & aliis* defendants. *Anno* 21. *Eliz.*

Injunction to ſtay ſuits at common Law.

The defendant demurred generally without ſhewing any cauſe of his demurrer: therefore ordered if he ſhew not, good cauſe of his demurrer upon *Friday* next a Subpœna is awarded againſt him to make a better anſwer: *Peachie* plaintant *Twyecroſſe* defendant. *Anno* 21. *Eliz.*

A demurrer generally ordered to anſwer.

It is ordered that if the plaintants doe charge the defendants by their Bill for the iſſues and

The defendant charged

upon account ſhall not anſwer if upon a promiſe, he ſhall.

profits of Lands, which do lye in the County of *Lancaſter*, meerely by way of account, then the defendants ſhall not be compelled to anſwer; if the defendants be charged in reſpect of their promiſe, then they are to anſwer: *Wingfield Miles & uxor* plaintants, *Fleetwood & aliis* defendants. *Anno* 21. *Eliz.*

A Commiſſion by conſent to prove the receipt of rents, fines, and Woodſales.

The ſuit was for certaine rents, fines, and Woodſales received by the defendants teſtator during the plaintants minority. It appeared that if the plaintant had made good proofe, hee was to be relieved; therefore a Commiſſion is awarded by conſent: *Borrough* plaintant, A. B. defendant. *Anno* 21. *Eli.*

The

The Kings Order and Decree in Chancery for a Rule to be observed by the Chancellor in that Court exemplified and enrolled for a perpetuall Record there. Anno 1616.

IAmes by the grace of God,&c. Whereas our Right Trusty and Welbeloved Sir *Francis Bacon* Knight, our Councellor and Attorney generall, received a Letter from our Chancellor of *England*, Dated the 19. of *March*, *An. Dom.* 1615. Written by our expresse Commandment, directing him, and requiring him, and the rest of our learned Councell, to peruse such presidents as should be produced unto them from time of K. *Henry* the 7. and since of complaints made in the Chancery, there to be relieved according to equity, and conscience after Judgements in the Courts of the common Lawes, in Cases wherein the Judges of the common Law could not relieve them: And thereupon to certifie us of the truth of that they shall find, and of their opinions concerning the

ſame, which Letter followeth in theſe words.

MAſter Atturney, His Majeſty being informed, That there be many preſidents in the Court of Chancery, in the time of King *H.* 7. and continually ſince, that ſuch as complained there to be relieved according to equity and conſcience, after Judgements in the Courts of the common Law, in Caſes where the Judges of the common Law could not relieve them (being bound by their oath, to obſerve the ſtrict rules of the Law) is willing to underſtand, whether there be ſuch preſidents as he is informed of: And therefore hath commanded me to let you know, that his will and pleaſure is, that you call to aſſiſt you his Majeſties Serjeants, and Sollicitor, and to peruſe ſuch preſidents of this kind, as ſhall be produced unto you; and thereupon to certifie his Majeſty of the truth of that you ſhall finde, and of your opinions concerning the ſame; and for your better directions therein, I have ſent you here incloſed a note in writing delivered unto me, mentioning ſome ſuch preſidents in King *H.* the 7. time and ſince. And I am told

that

that there be the like, in former times; his Majesty expecteth your proceeding in this with as much speed as conveniently you may: And so I rest,

At Yorkhouse 19. *Martii*, 1615.

Your very assured loving friend.
T. Ellesmere Canc.

AND whereas our Attorney generall, and the rest of our learned Councell did thereupon returne unto us their certificate, subscribed withal their hands according to our commandment, and direction given them by the said Letter, which Certificate followeth in these words;

According to your Majesties commandment, we have advisedly considered of the note delivered unto us, of presidents of complaining and proceeding in Chancery after Judgements in common Law; and also have seene and perused the originals, out of which the same note was abstracted, upon all which we do find, and observe the points following.

1. We find that the same note is fully verified, and maintained by the originals.

2. We

2. We find that there hath beene a ſtrong current of practiſe of proceeding in Chancery after Judgement, and many times after execution, continued from the beginning of H.7. Raign, unto the time of the Lord Chancellor that now is, both in the Raignes (*ſeparatim*) of the ſeverall Kings, and in the times of the ſeverall Chancellors, whereof divers were great learned men in the Law: It being in caſes, where there is no remedy for the Subject, by the ſtrict courſe of the common Law, unto which the Judges are ſworne.

3. We find that theſe proceedings in Chancery, hath been after Judgements, in actions of ſeverall natures, as well reall as perſonall.

4. We find it hath beene after Judgements in your Majeſties ſeverall Courts, the Kings Bench, common Pleas, Juſtice in Oyre, &c.

5. We find it hath been after Judgements obtained upon verdict, demurres, and where Writs of error have beene brought.

6. We find in many of the Caſes, That the Judgements are expreſly mentioned in the Bills in the Chancery themſelves

to

to have been given, and relieſe prayed thereupon, ſometimes for ſtay of execution, ſometimes after execution, of which kind wee find a great number in King H. the 7. his time.

7. We find the matters in equity, layed in ſuch Bills in moſt of the Caſes, to have been matter precedent before the Judgements, and not matter of agreement after.

8. We find in the ſaid caſes, not onely the Bill preferred, but motions, orders, injunctions, and decrees thereupon, for the diſcharging, and releaſing of the Judgements, or abiding the poſſeſſion thereupon obtained, and ſometimes for the meane profits, and the releaſe of the coſts, &c.

9. We find in ſome of the caſes in this very point, that Judgement hath been given, hath been ſtood upon by the defendants, and alleadged by them by way of demurrer, and overruled.

10. We find that the Judges themſelves in their own Courts, when there appeared unto them matter of equity, becauſe they by their oath and office, could not ſtay the Judgements, except it be for ſome ſmall time, have directed the par-

ties to ſeeke reliefe in Chancery.

11. We find that this hath not onely been in the times of the ſeverall Chancellors, but by the Judges themſelves, and that without difficulty, when they ſate in Chancery in the vacancy, or abſence of the Chancellor.

12. We find the hands of ſundry principall Councellors at Law, whereof divers of them are now Judges, and ſome in chiefe place in Bills of this kind.

13. Lastly here were offered to have beene ſhewed unto us many other preſidents, whereof we heard ſome read, and found them to be of like nature with thoſe contained in the note.

Francis Bacon, Randell Crew.
Henry Mountague, Hen. Yelverton.

And whereas alſo our ſaid Attorney received one other Letter from our ſaid Chancellor, with a caſe there incloſed, written likewiſe by our expreſſe commandment, dated the 27. of *March*, 1616 directing, & requiring him, and the reſt of our learned Councell, together with the Attorney of our deare ſonne the Prince, to confer together upon the ſaid cauſe, and to conſider adviſedly of al the parts thereof; and thereupon to peruſe

all

all the the Statutes of Præmunire, or Proviſoes, and all other Statutes, as they ſhall conceive to be neceſſary to be conſidered of, for the reſolving the queſtion propounded in that caſe; and thereupon to report unto us their opinions in writing concerning the ſame; which Letter and Caſe there incloſed follow in theſe words.

MAſter Attorney, His Majeſty hath peruſed this caſe incloſed, and hath commanded me to ſend it to you; and his will and pleaſure is, that you call unto you Mr. Sarjeant *Mountague*, Mr. Sarjeant *Crew*, Mr. Sollicitor, and Mr. *Walter* the Princes Attorney, and you confer together thereupon, and conſider adviſedly, and deliberately of all the parts thereof; and thereupon to peruſe all the Statutes of Præmunire or Proviſors, and all other ſuch Statutes as you ſhall conceive to be neceſſary to be conſidered of, for the reſolving the queſtion propounded in this caſe, this his Majeſty would have be done with mature deliberation, and yet with as much ſpeed as conveniently you can; and when you have ſufficiently informed your

your selves therein, then to report to him your opinions in writing; and so I committ you to God and rest,

At *York* house the 27. of *March*, 1616.

Your very loving friend,
T. Ellesmore Canc.

A. hath Judgement and execution in the Kings Bench, or common Pleas, against B. in an action of debt of 1000 l. And in an *ejectione Firmæ*, of the Manor of D. B. complaines in the Chancery to be relieved against those Judgements according to conscience and equity, allowing the Judgements to be lawfull and good by the rigour and strict rules of the common Lawes; and the matters in conscience and equity such as the Judges of the common Law (being no Judges in equity, but bound by their oathes to doe the Law) cannot give any remedy or relieve for the same, either by error or attaint, or by any other meanes. *Quæstio.* Whither the Chancery may relieve B. in this or such like cases, or else leave him utterly remedilesse and undone; and if the Chancery be restrained by any Statute of Præmunire,

munire, &c. Then by what Statute, or by what words in any Statute is the Chancery ſo reſtrained, and conſcience and equity baniſhed, excluded and damned? and whereas according to our ſaid commandment, our ſaid learned councell, and the Attorney of our deare Son the Prince, returned unto us a Certificate of their opinions upon the ſaid Statutes under all their ſeverall hands concerning the ſame caſe, which Certificate followeth in theſe words.

According to your Majeſties Commandment, we have deliberatly adviſed of the caſe ſent unto us by the Lord Chancellor; and of the Statutes as well thoſe of Præmunire as others, as far as we take it may concerne the caſe; and for our better information therein, wee have thought fit to ſend for, and peruſe the originall Records themſelves remaining in the Tower of *London*, of thoſe Statutes not onely appearing upon the Roll of Parliament with the Kings anſwers, which is the warrant to the Roll of Parliament.

We have alſo taken into conſideration as well Booke Lawes, as divers other Acts of Parliament, which may give light

unto

unto the Statutes, whereupon the question properly growes, together with such ancient Records and presidents as we could find, as well those which maintaine the authority of the Chancery, as those which seeme to impeach the same; and upon the whole matter we are al of opinion, that the Chancery may give relieſe to the caſe in queſtion; and that no Statute of *Præmunire*, &c. or other Statute reſtraines the ſame.

And becauſe we know not what uſe your Majeſty will be pleaſed to make of this our opinion, either for the time preſent or future; we are willing to give ſome reaſons of the ſame, not thinking fit to trouble your Majeſty with all thoſe things whereupon we have grounded our ſelves, ſelecting out ſome principall things, which moved us to be of this opinion, to the end this ſame may be a fuller object of your Majeſties Princely Judgement, whereunto we alwayes ſubmit our ſelves.

And firſt we muſt lay for a ſure foundation, that which was contained in our former Certificate, concerning the continuall practiſe, by the ſpace now of ſix ſcore yeares, in the times of King

Hen.

Hen. the 7. King *Hen.* the 8. King *Edward* the ſixt, Queene *Mary*, and Queene *Elizabeth* of this authority; and that in the time, when the ſame authority was mannaged, not onely the Biſhops which might be thought leſſe skilfull, or leſſe affectionate towards the Lawes of the Land, but alſo divers great Lawyers, which could not but know and honour the Law, as the meanes of their advancement, Sir *Thomas More*, and the Lord *Audly*, the Lord *Rich*, Sir *Nicholas Bacon*, Sir *Thomas Bromley*, and Sir *John Puckering*; and further that moſt of the late Judges of the Kingdome, either as Judges when they ſate in Chancery by Commiſſion, or as Councellors at Law, when they ſet their hands to Bills, have by their judgement and councell, upheld the ſame authority; and therefore for as much as it is a true ground That *optimus legum interpres conſuetudo*, eſpecially when the practiſe or cuſtome paſſeth not amongſt vulgar perſons, but amongſt the moſt high and ſcient Magiſtrates of the Kingdome: And when alſo the practiſing of the ſame ſhould lye under ſo heavy a paine as the *Præmunire*: This is to us a principall and implicit ſatisfaction

ction; and those Statutes ought not to be construed to extend to this case; and this of it selfe, we know, is of far more force to move your Majesty, then any opinion of ours, because Kings are fittest to informe Kings, and Chancellors to teach Chancellors, and Judges to teach Judges; but further out of out own science and profession, we have thought fit to adde those further reasons and proofes very briefely, because in case of so ancient a possession of jurisdiction, we hold it not fit to amplifie.

The Statutes upon which the question grows, are principally two; whereof one is a Statute of *Præmunire*, and the other is a Statute of simple prohibition; that of *Præmunire* is the Statute of 27. E. 3. cap. 1. And the Statute of the simple prohibition is the Statute of 4. H. 4. *cap.* 23. There are divers other Statutes of both kinds; but the question will rest principally upon those two, as we conceive it.

The entrance in *Seldens* discourse *fol.* 63 *b.*

For the Statute of 27. E. 3. it cannot in our opinions extend unto the Chancery, for these reasons.

1. First out of the mischiefe which the Statute provides and recites, *viz.*

That

That ſuch ſuites and pleas (againſt which the Statute is provided) were in prejudice and diſinheriſon of the King and his Crowne, which cannot be aplyed to the Chancery: for the King cannot be diſinherited of juriſdiction, but either by a forreigner, or by his Subject; but never by his own Court.

2. Out of the remedy which the Statute points; *viz.* That the offendors ſhall be warned within two moneths, to be before the King and his Councell, or in his Chancery, or before the Kings Juſtices of the one Bench, or of the other, &c. By which words it is oppoſite in it ſelfe, that the Chancery ſhould give both the offence and the remedy.

3. Out of penalty which is not only ſevere, but haſtily, namely that the offenders ſhall be put out of the Kings protection, which penalty altogether ſavors of adhering to forreine Juriſdictions, and would never have been inflicted upon an exceſſe onely of juriſdiction in any of the Kings Courts as the Court of Chancery is.

4. Out of the Statutes precedent and ſubſequent 25. *E.* 3. cap. 1. and 16. *R.* 2. cap. 5. which are of the ſame nature

and

and cannot be applyed but to forraigne Courts; for the word *alibi*, or elſewhere is never uſed, but where *Rome* is named ſpecially before.

5. The disjunctive in this Statute (which onely gives the colour) *viz.* That they which draw any out of the Realme in plea, whereof the Cognizance pertaineth to the Kings Court (or) of things whereof Judgements be given in the Kings Court, or which doe ſue in any other Court, to defeat or impeach the Judgements given to the Kings Court; this laſt disjunction wee ſaid (which muſt go farther then Courts out of the Realme, which are fully provided for by the former branch) hath ſufficient matter and effect to work upon in reſpect of ſuch Courts, which though they were totally within the Realme, yet in juriſdiction were ſubordinate to the foreigner ſuch as were the Legates court, the delegates court, and in generall all the Eccleſiaſticall courts within the Realme at that time, as it is expreſſely conſtrued in the Judges, 50. E. 4. *fol.* 6.

6. In this the ſight of the Record of the Petition doth cleare the doubt, where

where the Subjects ſupplicate to the King to ordaine remedy againſt thoſe which purſue in other courts then his own againſt Judgements given in his court, which explaines the word (other) to be other then the Kings courts.

7. With this agreeth notably the book of entries, which tranſlates the word (in other court) not in *alia Curia*, but in *aliena Curia*.

8. This Statute of *viceſimo ſeptimo, E. 3.* being in corroboration of the common Law (as it ſelfe recites) we doe not find in the Regiſter any preſidents of the Writs of *adjura regia*, which are framed upon chiefe caſes that were afterwards made penall, by the *Præmunire*, but onely againſt the Eccleſiaſticall courts.

9. Laſtly we have not found any preſident at all, of any conviction upon the Satutes of *Præmunire* of this nature for ſuits in Chancery, but onely two or three Bills of Indictment preferred, *ſed nihil inde venit*, for ought appears to us. For the Statute of *H. 4.* that we doubt was made againſt proceeding within the Realme, and not againſt forraigne; and therefore hath no penalty annexed, nevertheleſſe we conceive that it extends

not to the Chancery in the caſe delivered; for theſe reaſons.

1. Firſt this Statute recites where the parties are made to come upon grievous paine, ſometimes before the King himſelfe, ſometimes before the Kings Councell, and ſometimes in the Parliament to anſwer thereof anew, &c. Where it appeareth that the Chancery is not named, which could not have been forgotten, but was leſt out upon great reaſon, becauſe the Chancery is a court of ordinary Juſtice for matter of equity; and the Statute meant onely to reſtraine extraordinary Commiſſions, and ſuch like proceedings.

2. This appeares fully by view and comparing the two Petitions, which were made the ſame Parliament of 4. *H.* 4. placed immediately the one before the other. The firſt which was rejected by the King, and the ſecond, whereupon this Statute was made; whereof the firſt was to reſtraine the ordinary proceedings of Juſtice, that is to ſay in the Chancery by name, in the Exchequer, and before the Kings Councell by proceſſe of privy Seal; unto which the King makes a Royall and prudent anſwer in

theſe

theſe words: The King will charge his Officers to be more ſparing, to ſend for his Subjects by ſuch proceſſe then heretofore they have beene; but notwithſtanding it is not his mind, that the Officers ſhall ſo far obtaine, but that they may call his Subjects before them, in matters and cauſes neceſſary, as it hath beene done in the time of his good Progenitors; and then immediatly followes the Petition, whereupon the Act now in queſtion was made, unto which the King gave his aſſent, and wherein no mention is made at all of the Chancery or Exchequer.

3. If the Chancery ſhould be underſtood to be within the Statute, yet the Statute extends not to this caſe; for the words are, that the Kings Subjects are driven to anſwer thereof anew, which muſt be underſtood, when the ſame matter formerly judged, is put in iſſue or queſtion againe, but when the cauſe is called into the Chancery only upon point of equity, there as the point of equity was never in queſtion in the common Law Court, ſo the point of Law or of fact (as it concernes the Law) is never in queſtion in the Chancery; ſo

the ſame thing is not twice in queſtion, or as anſwered anew: for the Chancery doth ſupply the Law, and not croſſe it.

4. It appeareth to our underſtanding, by the cauſe of errour, and attaint in the ſame Statute, what Juriſdiction it was that the Statute meant to reſtraine, *viz.* ſuch Juriſdiction as did aſſume to reverſe and undoe the Judgement, as error or attaint doth, which the Chancery never doth, but leaves the Judgement in peace, and onely meddles with the corrupt conſcience of the party; for if the Chancery ſhould aſſume to reverſe the Judgement in the point adjudged, it is void as appeareth 39. E. 3. f. 14.

5. We find no preſidents of any proceeding to conviction or Judgement upon any indictment framed or grounded upon this Statute, no more then upon the Statute of Præmunire; and the late Indictments are *contra diverſa Statuta* not mentioning the particular Statutes.

6. Laſtly, it was a great miſchiefe to force the Subject in al caſes to ſeek remedy in equity, before he knew whither the Law will help him or no, which oftentimes

oftentimes he cannot do till after judgement, and therefore he is to seek his salve properly, when he hath his hurt.

There be divers other things of weight which we have seene and considered of, whereupon we have grounded our opinion, but we goe no further upon that we have seene.

But because matters of presidents is greatly considerable in this case, and that we have been attended by the Clerks of the Chancery, with the presidents of that Court, and have not been yet attended by any officer of the Kings Bench with any president of judgements, if it shall please your Majesty faithfull report of them, as we have done of the other; all which &c.

Francis Bacon, Hen. Mountague.
Randall Crew, Hen. Yelverton.
John Walter.

Now forasmuch as Mercy and Justice be the true supports of your Royall Throne; and that it properly belongeth to us in our Princely office, to take care and provide, that our Subjects have equall and indifferent Justice ministred

to

to them, and that where their caſe deſerveth to be relieved in courſe of equity by ſuit in our Court of Chancery; they ſhould not be abandoned, and expoſed to periſh under the Rigor and extremity of our Lawes; we in our Princely judgement having well weighed, and with mature deliberation conſidered of the ſaid ſeverall reports of our learned Councell, and of all the parts of them, doe approve, ratifie, and confirme as well the practiſe of our court of Chancery expreſſed in the firſt Certificate, as their opinions for the Law upon the Statutes mentioned in their latter Certificate, the ſame having relation to the caſe ſent them by our ſaid Chancellor; and doe will and command, that our Chancellor, or Keeper of the Great Seale for the time being, ſhall not hereafter deſiſt unto our Subjects upon their ſeverall complaints (now or hereafter to be made) ſuch reliefe in equity (notwithſtanding any former proceedings at the common Law againſt them) as ſhall ſtand with true merits and Juſtice of their caſes, and with the former ancient and continued practiſe and proceeding of our Chancery; and for that it appertaineth

taineth to our Princely care and office onely to Judge over all our Iudges, and to diſcerne and determine ſuch differences as at any time may or ſhall ariſe between our ſeverall courts', touching the juriſdictions, and the ſame to ſettle and decide as we in our Princely wiſdome ſhall find to ſtand moſt with our Honor, and the example of our Royall Progenitors, in the beſt times, and the generall weale and good of our people, for which we are to anſwer unto God, who hath placed us over them: Our will and pleaſure is, that our whole proceedings herein by the decrees formerly ſet down be inrolled in our court of Chancery, there to remaine of record, for the better extinguiſhing of the like queſtions or differences that may arriſe in future times.

Decimo octavo Iulii. *Per ipſum Regem.*
Anno 14. *Fran. Bacon.*
R. Regis, &c. *Hen. Yelverton.*

FINIS.